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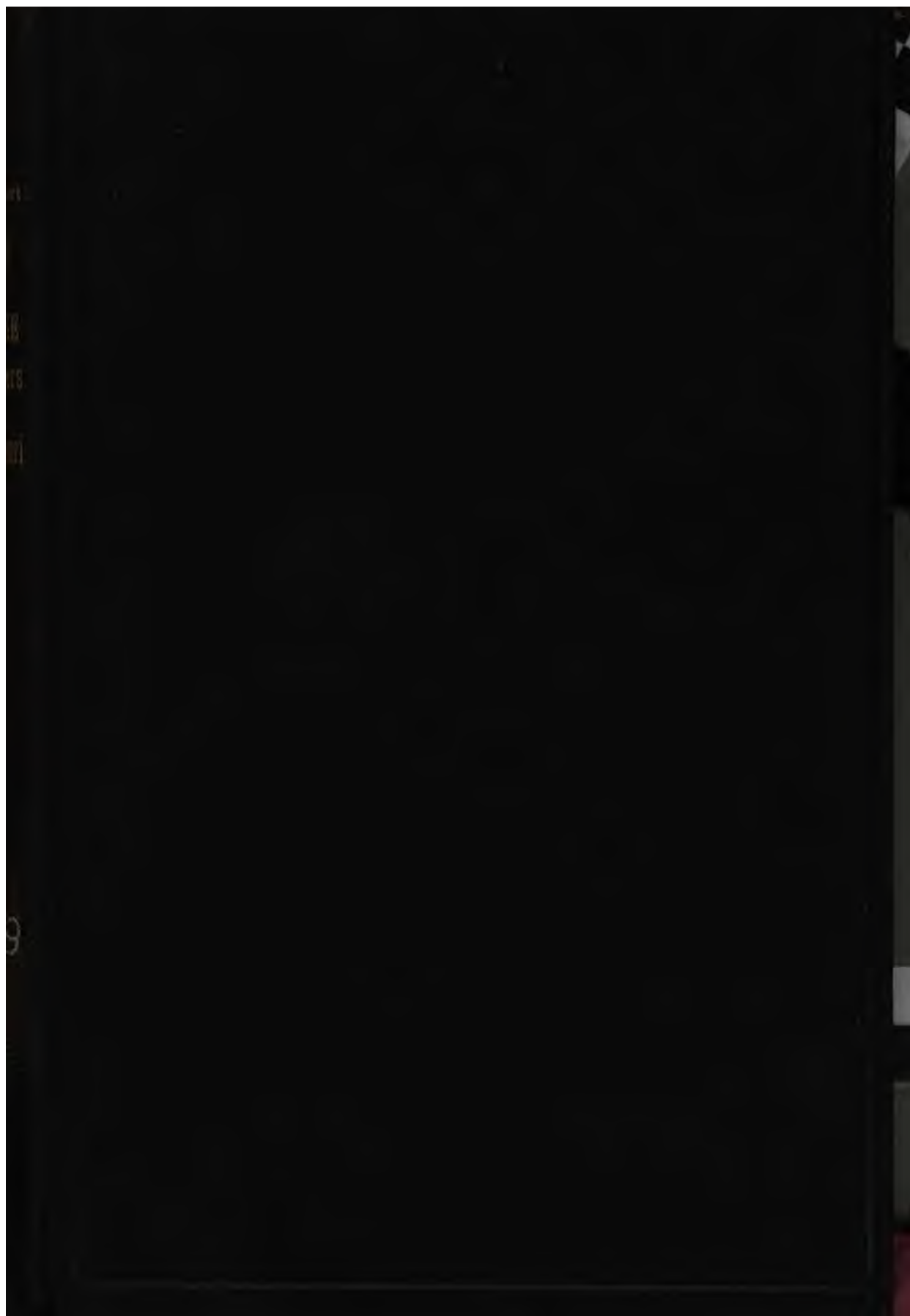
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# TWENTY-FIFTH ANNUAL REPORT

OF THE

## Railroad and Warehouse Commissioners

OF THE

## STATE OF MISSOURI

YEAR ENDING JUNE 30, 1900.

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JOSEPH FLORY, Chairman,	} Commissioners.
T. J. HENNESSEY,	
WM. E. O'CULLY,	
JAMES HARDING, Secretary.	



JEFFERSON CITY, MO.:  
TRIBUNE PRINTING COMPANY, STATE PRINTERS AND BINDERS.  
1901.



# REPORT

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## PART I.

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STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }  
CITY OF JEFFERSON, December 31, 1900. }

*Hon. LON V. STEPHENS, Governor of Missouri:*

Sir: As required by law, the Railroad and Warehouse Commissioners herewith submit their report for the year ending June 30, 1900, it being the Twenty-fifth annual report of the Commissioners.

As has been the case with former reports the completion and filing of this has been delayed on account of the delay in filing their annual statements by railroad companies. Two operating companies, the St. Louis, Carutherville & Memphis, and St. Louis, Kansas City & Colorado, filed no annual statements, although blank forms were duly furnished them, and attention called to the requirements of the law. A larger number of operating companies filed annual statements (some, however, very incomplete) than ever before, the number being 54. Annual statements were not required from the Manufacturer's R'y of St. Louis, the Bellevue Valley, Pertle Springs and Montgomery Western railroad companies. The two first named are not operated for public uses. The Pertle Springs R'y is really a street railroad, and the Montgomery & Western is hardly operated at all.

The number of companies operating railroads in Missouri June 30, 1900, and which filed annual statements, was 54, including the Kansas City & Northern Connecting and St. Clair, Madison & St. Louis Belt, which roads are in hands of receivers. Annual statements used in the compilation of this report were filed by 52 companies.

These statements generally are quite complete in details regarding operations, etc., for the entire system reporting, but some are entirely lacking in details of operations in Missouri. This is especially true as regards some lines of heaviest traffic in the State. A few

statements filed by lines of minor importance contain but very little information of value in the compilation of statistics.

The reports made to this office by some of the most important companies are the same as made to the Interstate Commerce Commission, and do not give statistics regarding their operations in Missouri. In the opinion of the Commissioners this is not good policy on the part of the companies referred to. It is true the separation of traffic details, expenses of operation, etc., for the State alone would entail a considerable amount of work, but it is probable that the advantages derived would amply compensate for the trouble. The Board believes that a complete showing made up as accurately as possible regarding the operations of any railroad in Missouri would result in a much better understanding of the railroad situation than now exists, and as facts would then take the place of conjecture and wild guess work, anything done, or proposed to be done in the way of railroad regulation, could be carefully considered in the light of actual conditions.

### RAILROADS IN MISSOURI.

Including main and branch lines, there were in this State June 30, 1900, 150 railroads operated or controlled by 56 companies. Street railroads, logging roads and lines operated by electricity are not included in this statement.

For details of mileage you are referred to Table No. 1, Part 2 hereof.

Dividends paid amounted to \$20,643,117, being 6 per cent. on \$344,051,950. The operated mileage of the companies reporting dividends paid was 28,626 miles, and dividends averaged 6 per cent. on \$12,018.16 per mile.

Of the companies declaring dividends, only one, the Hannibal & St. Joseph is wholly within the State of Missouri.

Selections from the official correspondence of this office will be found under appropriate heads in Part 3 hereof, together with details of formal hearings of complaints. Satisfactory adjustments of complaints were very generally reached without formal hearings or any expense to complainants.

The matter of arbitrary charges made by the Missouri, Kansas & Texas R'y Co. for crossing Missouri river bridge at Boonville is still pending in the U. S. Supreme Court. The ruling of the Commissioners in this case, which was that the charges complained of should be discontinued, was approved by the Supreme Court of Missouri, and appealed to the U. S. Supreme Court on the question of juris-

diction. The case of this Board vs. The Chicago, Rock Island & Pacific R'y Co. is still pending in the Supreme Court of Missouri.

Complaints against express companies during the year have been very few, and were of but little importance.

Semi-annual statements from railroad companies as required by section 1064, Revised Statutes of 1899, were filed by 77 companies. Every company from which these statements was required complied with the law. No violations of the law as regards parallel or competing lines were found.

#### RAILROAD MILEAGE IN MISSOURI.

The net increase in the main line mileage in Missouri (single track) during the year ending June 30, 1900, was 31.13 miles. Actual new mileage was 68.43 miles. The difference between actual and net mileage is caused by abandonments, re-measurments, change of line, etc.

A very considerable increase in the railroad mileage of the State is proposed by new organizations and in extensions of lines already in operation.

#### SAFETY APPLIANCES.

The views of this Board regarding the adoption of appliances for reducing to a minimum the number of accidents incident to railroad operations have repeatedly been stated in former reports. The General Assembly has not seen proper to take any action regarding this matter. The operation of the act of Congress requiring train brakes and automatic couplers has resulted in the very general application of these devices, and all cars and engines engaged in interstate traffic are equipped as required by law.

There are many railroad intersections in Missouri where interlocking devices could be advantageously used. There is no law regarding this matter, however, and it is not likely that interlocking plants will be put in by the companies excepting where absolutely required.

No change has been made in the law requiring the blocking of frogs and guard-rails, and the existing conditions in this regard are far from being satisfactory.

#### COMPLAINTS REGARDING FARES AND CHARGES.

Very few complaints were received regarding passenger fares.

For correspondence and inquiries as regards passenger and freight charges, you are referred to Part 3 hereof.

Inspections of roads were made as deemed necessary. For reports of inspection, see Part 2 hereof.



## NEW ORGANIZATIONS, ETC.

## The County Belt Railway Co.—

Organized for the purpose of constructing, maintaining and operating a railroad for public use in the conveyance of persons and property for the term of 999 years, beginning at a point on the St. Louis, Keokuk & Northwestern railroad, in St. Ferdinand township, county of St. Louis, State of Missouri, between the Missouri river and the limits of the City of St. Louis; thence westerly and southerly to a point in Central township in said county; thence southeasterly to a point on the St. Louis, Iron Mountain & Southern railroad, in Carondelet township, in said county, between Jefferson Barracks and the limits of the City of St. Louis. Also to construct, maintain and operate spurs, switches, sidetracks, branch lines and connections from points on its main line to points on the Mississippi river within said city or county of St. Louis, and to stations, warehouses, yards, depots and sidetracks now existing or which may hereafter exist in said city or county, and to connections with other railroads already constructed, or which may hereafter be constructed in said city or county, and to such factories and other establishments in said city or county as may need such connection, the intention being to provide complete and convenient connections, accommodations and terminal facilities in said city and county for all railroads now entering or which may enter said city or county; and all individuals and companies doing business with said railroads.

Length of road, about 30 miles.

Capital stock, 10,000 shares, \$100 each.

Directors—Jno. C. Wilkerson, St. Louis county, Mo.; Cyrus P. Walbridge, City of St. Louis; Thomas Wright, City of St. Louis; William I. Flemming, St. Louis county; Nathan D. Thompson, St. Louis county.

(Gauge not stated, but of course must be standard.)

Articles filed July 19, 1899.

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St. Louis & St. Charles Railroad Company—Term, 100 Years—

To be constructed, maintained and operated from the intersection of the St. Charles rock road with the western limits of the city of St. Charles, St. Charles county, Missouri.

Length of road, 16 miles.

Capital stock, 5,000 shares; par value, \$100 each, \$500,000.

Directors—John B. C. Lucas, St. Louis, Mo.; John J. Broderick, Glencoe, Mo.; R. J. Lucas, Normandie, Mo.; F. E. Niesen, St. Louis, Mo.; Jas. E. Houseman, St. Louis, Mo.

Articles filed August 30, 1899.

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Farmington & Big River Valley Railway Co.—

Organized to construct, maintain and operate with steam or electric power, as may be determined hereafter, a standard gauge railroad for public use in the transportation of persons and property for a term of 99 years, from the city of Farmington, St. Francois county, in a northwesterly direction to Flat river; thence in a northerly direction through Taylor place to Des Loge; and thence in a westerly direction to Irondale, in Washington county, a distance of about 25 miles.

Capital stock, 2,500 shares; par value, \$100 each, \$250,000.

Directors—Geo. J. Cole, Farmington, Mo.; Phil. S. Cole, Farmington, Mo.; A. T. Norton, Farmington, Mo.; Jennie F. Foster, Farmington, Mo.; M. R. Smith, Farmington, Mo.

Articles filed October 5, 1899.

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Certificate of increase of the capital stock of the Kansas City & Northern Connecting Railroad Company from \$3,000,000 to \$3,500,000.

Filed October 7, 1899.

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Sale and transfer of the railway and appurtenances, franchises, rights of way, depots, station grounds, rolling stock and property of every description belonging to the Kansas City, El Dorado & Southern Railway Company to Otto H. Miller.

Consent of stockholders filed October 24, 1899.

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Minneapolis, Little Rock & Gulf Railway Company—

Organized for the purpose of constructing, maintaining and operating a standard gauge railway for public use in the transportation of persons and property for a term of 50 years from a point at Bowling Green, in the county of Pike, to the south boundary line of Missouri, into or through the counties of Pike, Audrain, Callaway, Montgomery, Warren, Gasconade, Franklin, Maries, Phelps, Dent, Texas, Douglas, Howell and Ozark. Length, 225 miles.

Capital stock, \$2,250,000; par value, \$100 per share.

Directors—L. Bradford Prince, Santa Fe, New Mexico; Wm. H. Bowles, Lanes Prairie, Mo.; Sidney S. Emerson, Chicago, Ill.; Wm.

S. Brewster, Chicago, Ill.; Herman Dowd, Rolla, Mo.; E. A. Goodhue, Rolla, Mo.; Francis E. Dowd, Rolla, Mo.

Articles filed November 20, 1899.

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Name of the St. Louis & St. Charles Railroad Company changed to St. Louis, St. Charles & Western Railroad Company.

Articles filed November 29, 1899.

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**Salem & Southern Railroad Company—**

Organized to construct a standard gauge railroad for public use, etc., for the term of 99 years, from Salem, Dent county, to a point on the south boundary line of the State of Missouri, at or near the point where the counties of Howell and Ozark corner and intersect said line. Length of line, 100 miles. To run into or through the counties of Dent, Texas, Shannon, Oregon, Howell and Ozark.

Capital stock, \$2,000,000; par value of shares, \$100 each.

Directors—H. H. Artz, Mountain Home, Ark.; Ben B. Canterbury, West Plains, Mo.; H. G. Doty, West Plains, Mo.; S. H. Henry, West Plains, Mo.; R. J. Greathouse, West Plains, Mo.; Richard Ramsey, West Plains, Mo.; C. H. Dryer, Peace Valley, Mo.

Articles filed December 4, 1899.

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Increase of capital stock of the Missouri & Iowa Southern Railway Company from \$700,000 to \$1,500,000.

Certificate filed February 14, 1900.

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**Southern Missouri and Illinois Railroad & Bridge Company—**

Organized to construct, maintain and operate a standard gauge railroad for public use, etc., for a term of 100 years, from the city of Cape Girardeau to Gray's Point, in Scott county, Mo., with an extension from said line between Cape Girardeau and Gray's Point across the Mississippi by a lawful bridge to points of connection with the Illinois Central railroad, and Chicago & Eastern Illinois railroad, in Alexander county, Illinois. Length of road, 15 miles.

Directors—Norman Erb, New York, N. Y.; Edward Hidden, St. Louis; R. E. Rombauer, St. Louis; E. F. Blomeyer, Cape Girardeau; Irving M. Dittenhoefer, New York, N. Y.

Articles filed March 19, 1901.

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**Kansas City Southern Railway Company—**

Organized to construct or maintain a railroad from and in Kansas City, Mo., to and in the city of Mena, Polk county, Ark. Length of road, 380 miles, into or through the counties of Jackson, Cass,

Bates, Vernon, Barton, Jasper, Newton and McDonald, State of Missouri. Term, 999 years.

Capital stock, \$51,000,000; par value of shares, \$100 each; \$21,000,000 of which stock shall be preferred stock.

Directors—Jno. W. Gates, Chicago, Ill.; Wm. Edenborn Chicago, Ill.; Max Pam, Chicago, Ill.; Jno. J. Mitchell, Chicago, Ill.; Isaac L. Ellsworth, DeKalb, Ill.; John Lambert, Joliet, Ill.; Edw. H. Harriman, New York, N. Y.; Otto H. Kahn, New York, N. Y.; Wm. F. Harritz, Philadelphia, Pa.; Silas W. Pettit, Philadelphia, Pa.; Jas. Hopkins, St. Louis, Mo.; Alfred Clifford, St. Louis, Mo.; Julius S. Walsh, St. Louis, Mo.

Articles filed March 19, 1900.

Missouri, Kansas & Northwestern Railroad Co.—

Organized to construct, maintain and operate a standard gauge railroad from a point at or near the center of the city of Joplin to the State line between Missouri and Kansas; thence to Galena, Kansas. All the line in Missouri is in Jasper county. Length of road, 15 miles. Term, 99 years. Capital stock, \$150,000.

Directors—Jos. C. Stewart, Webb City, Mo.; E. O. Barttell, Joplin, Mo.; G. H. Redell, Joplin, Mo.; R. Nevins, Jr., Joplin, Mo.; J. C. Murdock, Galena, Kan.

Articles filed March 29, 1901.

Kansas & Texas Southwestern Railway Company—

Organized to construct, maintain and operate a standard gauge railroad for public use, etc., for a term of 500 years from a point in Macon county, on the Excello branch of the Wabash railroad at or near the northeast corner of the southwest quarter of the southeast quarter of section 25, township 56, range 15; thence running in a general southwesterly direction to a point at or near the southeast corner of the southeast quarter of the southeast quarter, in section 26, township 56, range 15; and thence in a general southerly direction through Macon county to a point in, at or near the town of Clifton Hill, on the main line of the Wabash railroad, in Randolph county, Mo. Also from a point in, at or near or about the center of the southern boundary of the northeast quarter of the northeast quarter of section 36, township 56, range 15, in Macon county, Mo.; at which point connection will be made with the projected line above described; and from thence in a general southerly direction to a point in, at or near the southeast corner of the northwest quarter of the northeast quarter of section 36, township 36, range 15, Macon county, Mo. Capital stock, \$500,000.

Directors—A. P. Moore, St. Louis; W. P. Heath, St. Louis; H. W.

Hollingsworth, St. Louis; J. J. McDonald, St. Louis; C. H. Tolle, St. Louis.

Articles filed March 31, 1900.

Assent of the stockholders in the Kansas City & Southern Railway Company to purchase the railroad of the Kansas City, Pittsburg & Gulf Railroad Company, and to acquire and hold all or any part of the obligations and stock of the following named railroad companies: Kansas City, Pittsburg & Gulf R. R. Co., Union Terminal Railway Co., Kansas City and Independence Air Line, Consolidated Terminal Railroad Co., Texarkana & Ft. Smith Railway Co., Kansas City, Shreveport & Gulf Railway Co., Kansas City, Shreveport & Gulf Terminal Co.

Certificate filed April 2, 1900.

Notice of sale and conveyance of the St. Joseph, St. Louis & Santa Fe Railway with all property pertaining thereto to the Atchison, Topeka & Santa Fe Railway Company.

Filed May 22, 1900.

Notice of the sale and conveyance of the Sibley bride (railroad bridge crossing the Missouri river at Sibley, Mo.) to the Atchison, Topeka & Santa Fe Railway Company.

Filed May 22, 1900.

Certificate of increase of capital stock of the Kansas City, Osceola & Southern Railway Company from \$2,000,000 to \$3,300,000.

Filed May 25, 1900.

Certificate of purchase of the Kansas City, Osceola & Southern Railway, with all its privileges, rights, franchises, real estate and other property by the St. Louis & San Francisco Railroad Company, with assent of stockholders of each company to said purchase.

Filed May 29, 1900.

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#### Kansas City, Liberty and Excelsior Railway—

Organized to construct, maintain and operate a standard gauge railroad for a term of 999 years from a point in Clay county, opposite Kansas City, Mo., to a point at or near Excelsior Springs, Clay county, Mo. Length, 30 miles. Capital stock, \$1,000,000.

Directors—Claude Hardwicke, Liberty, Mo.; Chas. H. Scott, Liberty, Mo.; Riley E. Bevins, Liberty, Mo.; Lee B. Soper, Liberty, Mo.; Jos. S. Chick, Kansas City, Mo.; Chis. B. Leavel, Kansas City, Mo.; Wm. O. Thomas, Kansas City, Mo.; Chas. H. Coppinger, Excelsior Springs, Mo.; Wm. T. McRouy, Excelsior Springs, Mo.; J. P. Banserman, Leavenworth, Kan.; J. S. Major, Liberty, Mo.; B. A. Gin, Liberty, Mo.; H. G. Pert, Kansas City, Mo.

Articles filed June 30, 1900.

**GRAIN INSPECTION AND WAREHOUSE DEPARTMENT.**

Matter pertaining to the operations of this department, together with the reports of the Chief Inspector and Warehouse Registrar for the year ending December 31, 1900, are printed herewith, being Part 5 hereof.

For tabulated statistics, official correspondence and doings of the Board, you are referred to Parts 2, 3 and 4 hereof.

Respectfully submitted,

JOS. FLORY,

T. J. HENNESSEY,

WM. E. McCULLY,

Railroad and Warehouse Commissioners of Missouri.



## PART II.

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*Pertaining to Mileage, Capital Stock, Funded and Floating Debt, Earnings, Expenses, Income, Disbursements, Physical Conditions, etc., etc., of Railroads Reporting to the Railroad and Warehouse Commissioners of Missouri, for the Year Ending June 30, 1900.*

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Annual statements were received from 56 companies, owning or operating railroads within the State of Missouri. Of these 54 were from operating companies.

Many of these statements are lacking in detailed reports of operation for Missouri alone, and therefore of very little value for statistical purposes, especially as regards Missouri traffic. Commissioners of other states complain of their inability to obtain satisfactory reports regarding state traffic from all companies. It is impossible from data obtained to make an accurate showing of details of railroad operation in Missouri. Results, estimated upon a mileage basis, are of course unsatisfactory, in some cases, the findings being greater and in others less than actual returns would show.

### RAILROADS IN MISSOURI.

Including main and branch lines there were in this State, June 30, 1900, 150 railroads, operated by 56 companies. Street railroads logging roads and lines, operated by electricity, are not included in this statement. For details, see Table 1, Part 3, hereof.

### PROPORTION OF RAILROAD MILEAGE TO TERRITORY AND POPULATION.

There were, June 30, 1900, 10 miles of railroad to 100 square miles of territory (land area) in Missouri, and the population of the State, as shown by the 12th U. S. census, being 3,106,665, there were 451.8 inhabitants to one mile of road. The population of Missouri averages 45.2 per square mile, and there was an average of 1-10 of a mile of railroad to each square mile of territory.



### PROGRESS OF CONSTRUCTION.

Since 1851, the year in which the construction of the present system of railroads in Missouri was commenced the yearly increase in railroad mileage in Missouri is shown by the following table.

Year.	Increase during year.....	Miles in use at close of year..	Year.	Increase during year.....	Miles in use at close of year..	Year.	Increase during year.....	Miles in use at close of year..	Year.	Increase during year.....	Miles in use at close of year..
1851.....	0	0	1864.....	57	925	1876.....	90	3,140	1888.....	252	5,924
1852.....	5	5	1865.....	0	925	1877.....	50	3,190	1889.....	38	5,962
1853.....	32	37	1866.....	0	925	1878.....	60	3,250	1890.....	164	6,126
1854.....	0	37	1867.....	130	1,055	1879.....	367	3,617	1891.....	38	6,164
1855.....	103	140	1868.....	299	1,354	1880.....	390	4,007	1892.....	240	6,404
1856.....	4	144	1869.....	358	1,712	1881.....	227	4,234	1894*..	131	6,525
1857.....	174	318	1870.....	288	2,000	1882.....	267	4,501	1895*..	39	6,564
1858.....	229	547	1871.....	580	2,580	1883.....	114	4,615	1896*..	47	6,611
1859.....	177	724	1872.....	93	2,673	1884.....	126	4,741	1897*..	7	6,618
1860.....	93	817	1873.....	185	2,858	1885.....	276	5,017	1898*..	206	6,825
1861.....	21	838	1874.....	32	2,880	1886.....	71	5,088	1899*..	20	6,845
1862.....	0	838	1875.....	170	3,050	1887.....	584	5,672	1900*..	31	6,876
1863.....	30	868									

\*June 30. †For 18 months.

The increase since 1875, the year in which the Railroad Commission of the State was established, is 3,826 miles, averaging 153.65 miles per year.

There are six counties, without railroads within their limits, as follows:

Dallas, Douglas, Maries, Ozark, Stone and Taney. It is probable that by the extension of the St. Louis, Kansas City & Colorado Railroad, traversing Maries county as projected, the number of counties, without railroad facilities, will be reduced to five within the coming year.

A very considerable amount of new line is proposed, and it seems probable that the close of the year 1901, will see 150 to 200 miles added to main track mileage of Missouri.

## MILEAGE.

	Miles.
Main line mileage June 30, 1900....	6,876.00
2nd, 3rd and 4th tracks.....	96.06
Yard tracks and sidings.....	1,552.31
Total all tracks.....	8,524.47

Actual additions to main track mileage during year ending June 30, 1900, as follows:

	Miles.
Grant City & Southern R. R.....	19.93
Kansas & Texas Coal R. R.....	8.00
St. Francois Valley.....	9.50
Missouri Midland.....	9.00
St. Louis, Caruthersville & Memphis.....	22.00
Total.....	68.43
From this must be deducted track south of St. Joseph, abandoned by A., T. & S. F.	21.11
Corrections in mileage—account of changes in lines—remeasurements, etc., sun-	
rdy lines.....	16.19
Total.....	37.30
Net increase main line mileage.....	31.13
Net increase yard tracks and sidings.....	28.89
Total.....	60.02
Decrease in 2nd, 3rd and 4th tracks.....	1.89
Net increase, all track.....	58.13

Mileage is all standard gauge, except as follows:

Missouri Southern Railway.....	29.15
Sedalia, Warsaw & Southwestern Railway.....	42.30
Total.....	71.45

Which are narrow gauge 3 (feet).

# COST OF RAILROADS AS FAR AS REPORTED UP TO JUNE 30, 1900.

	Cost of equipment June 30, 1900.	Cost of con- struction June 30, 1900.	Total cost equipment and con- struction.
Atchison, Topeka & Santa Fe.....	\$8,436,321	\$392,226,838	\$400,363,159
Cape Girardeau, Bloomfield & Southern.....	4,225	470,388	474,613
Chester, Perryville & Ste. Genevieve.....	2,285	440,016	462,301
Chicago & Alton.....			51,206,247
Chicago, Burlington & Kansas City.....	167,772	8,867,732	9,035,504
Chicago, Burlington & Quincy.....			233,602,755
Chicago Great Western.....	2,709,020	56,467,015	59,266,035
Chicago, Milwaukee & St. Paul.....			218,302,680
Chicago, Rock Island & Pacific.....	15,782,233	93,018,372	108,800,605
Crystal Railway.....	7,572	22,428	30,000
Current River Railroad.....	175,721	3,046,803	3,222,524
Eureka Springs Railway.....			1,500,000
Hannibal & St. Joseph.....	3,688,595	20,500,844	24,189,439
Kansas City Belt Railway.....	80,935	2,181,455	2,262,390
Kansas City, Clinton & Springfield.....	240,817	4,800,155	5,040,972
Kansas City, Ft. Scott & Memphis.....	5,193,434	25,642,891	30,836,325
Kansas City & Northern Connecting.....	30,236	6,346,265	6,376,501
Kansas City, St. Louis & Chicago.....			5,021,800
Kansas City, St. Joseph & Council Bluffs.....	1,601,436	12,177,066	13,778,502
Keokuk & Western.....	410,640	5,471,102	5,881,742
Kansas City Suburban Belt.....			8,317,989
Louisiana & Missouri River.....			5,198,700
Mississippi River & Bonne Terre.....	136,993	987,693	1,024,686
Missouri, Kansas & Texas.....			145,015,065
Missouri Midland.....			142,000
Missouri Pacific.....			53,426,818
Missouri Southern.....	29,912	248,843	278,755
Omaha, Kansas City & Eastern.....	503,745	2,762,937	3,266,682
Omaha & St. Louis.....	21,704	5,262,006	5,484,312
Paragould Southeastern.....	10,050	257,253	267,303
Rockport, Langdon & Northern.....			80,000
Sedalia, Warsaw & Southwestern.....			516,000
Southern Missouri & Arkansas.....			1,582,465
St. Clair, Madison & St. Louis Belt.....			1,500,000
St. Joseph & Grand Island.....	231,257	10,695,203	17,226,460
St. Joseph Terminal.....	18,722	622,406	641,128
St. Louis & Hannibal.....	28,350	1,067,320	1,095,670
St. Louis, Iron Mountain & Southern.....			68,646,377
St. Louis, Kennett & Southern.....	21,163	769,494	790,657
St. Louis, Keokuk & Northwestern.....	593,962	15,994,446	16,588,408
St. Louis & Memphis.....	4,200	39,750	43,950
St. Louis Merchants' Bridge Terminal.....	164,282	4,642,413	4,806,695
St. Louis & San Francisco.....	2,557,093	87,839,913	90,397,006
St. Louis Southwestern.....	1,187,485	46,405,015	47,592,500
St. Louis Transfer Railway.....	46,719	467,860	514,579
Terminal Railroad Association, St. Louis.....			12,161,835
Wabash Railroad.....			134,944,500
Williamsville, Greenville & St. Louis.....	36,741	750,000	786,741
Total cost equipment, etc.....			\$1,803,273,395

It is impossible from any data obtainable by this Board to state the cost of construction and equipment of railroads within the State of Missouri, and is very doubtful whether the information can be obtained at all.

# CAPITAL STOCK AND DEBT, JUNE 30, 1900, AS FAR AS REPORTED TO THIS OFFICE.

(Statements are for entire mileage of companies reporting.)

## CAPITAL STOCK AND DEBT.

Common stock.....	\$674,652,298 00
Preferred stock.....	319,270,269 00
Debenture scrip.....	30,007,900 00
Total stock and scrip.....	<u>\$1,023,930,467 00</u>
Representing 37,844 miles of road. Average, \$26,277.00 per mile.	
Mortgage bonds.....	\$955,958,757 00
Income bonds.....	53,906,000 00
Equipment bonds.....	4,701,774 00
Total bonds.....	<u>\$1,014,566,531 00</u>
Representing 37,708 miles of road. Average, \$26,903.00 per mile.	
Miscellaneous obligations.....	40,485,059 00
Total debt.....	<u>\$1,055,051,590 00</u>
Stock and scrip.....	1,023,930,467 00
Total stock and debt.....	<u>\$2,078,982,057 00</u>
Average stock and debt per mile, \$55,005.00.	
Cash assets reported amounted to.....	\$27,800,600 00
Current liabilities.....	9,031,896 00
Excess cash assets.....	<u>\$18,768,704 00</u>

## OPERATIONS.

(Entire mileage of companies reporting.)

Revenue from passengers.....	\$50,092,058 16	
Revenue from mails.....	8,042,795 39	
Revenue from express companies.....	4,952,006 98	
Revenue from express, baggage and storage.....	690,628 86	
Revenue from other items, passenger department.....	834,871 36	
Revenue from freight.....	\$175,029,524 84	\$64,612,360 75
Revenue from stock yards.....	110,684 34	
Revenue from elevators.....	28,733 30	
Revenue, other items, freight department.....	283,666 70	175,452,609 18
Total revenue from transportation department.....		<u>\$240,064,969 93</u>
Other revenue from operation.....		5,563,427 88
Total revenue from operation.....		<u>\$245,628,397 81</u>

Mileage represented, 39,126.69.

Average gross earnings per mile:		
Passenger department.....	\$1,651 36	
Freight department.....	4,484 21	
Other revenue.....	142 18	
		<u>\$6,277 75</u>

## EXPENSES OF OPERATION.

Maintenance of way and structure.....	\$38,721,246 83	
Maintenance of equipment.....	27,601,958 07	
Conducting transportation.....	80,627,672 03	
General expenses.....	11,223,858 15	
		<u>\$158,174,735 08</u>

Average expenses per mile of road:		
Maintenance of way and structure.....	\$389 66	
Maintenance of equipment.....	705 47	
Conducting transportation.....	2,080 69	
General expenses.....	286 86	
		<u>\$4,042 68</u>
Net earnings per mile from operation.....		<u>\$2,235 09</u>

Expenses of operation average 64.39 per cent of earnings.

Gross revenue from operations.....		\$245,628,397 81
Expenses of operation.....		<u>158,174,738 08</u>
Net income from operation.....		\$87,453,659 73
Income from sources other than operation.....		<u>12,705,978 37</u>
Total income.....		<u>\$100,159,638 10</u>
<i>Disbursements.</i>		
Interest on debts.....	\$43,170,883 00	
Rentals.....	3,537,598 00	
Taxes.....	8,239,133 21	
Permanent improvements.....	514,191 56	
Dividends:		
Common stock.....	\$13,024,680 50	
Preferred stock.....	7,618,436 50	
	<u>20,643,117 00</u>	
All other payments...	<u>3,146,371 14</u>	
		<u>79,251,293 91</u>
Surplus June 30, 1900.....		<u>\$20,908,344 19</u>

## TRAFFIC DETAILS.

For entire mileage operated by railroad companies reporting for year ending June 30, 1900:

Number of passengers carried, earning revenue.....	52,884,545
Passengers carried one mile.....	2,319,193,471
Average distance traveled (miles).....	43,986
Average amount received from each passenger.....	\$0.9479
Average amount received per passenger per mile.....	\$0.02155
Average passenger earnings per mile of road.....	\$1,651.36
Number of passengers per mile operated.....	1,352
Tons of freight moved and earning revenue.....	104,914,182
Average distance hauled per ton (miles).....	194,458
Tons of freight hauled one mile.....	20,401,456,064
Average amount received per ton.....	1,656
Average amount received per ton per mile (cents).....	0.85168
Average freight earnings per mile of road operated.....	\$4,484.21
Tons of freight per mile of road operated.....	2,682

26.09 per cent. of revenue was derived from passenger service.

73.08 per cent. of revenue was derived from freight service.

0.83 per cent. of revenue was derived from other items of operation.

## COMPARATIVE TRAFFIC DETAILS.

## Passengers carried earning revenue—

1897, year ending June 30.....	39,489,448
1898, " ".....	42,429,447
1899, " ".....	46,794,475
1900, " ".....	52,884,545

## Average distance traveled—

1897.....	39.76 miles.
1898.....	42.35 "
1899.....	44.52 "
1900.....	43.87 "

## Average amount paid per passenger—

1897.....	\$0.8844
1898.....	0.9313
1899.....	0.9531
1900.....	0.9454

## Average rate per passenger per mile—

1897.....	2.229 cents.
1898.....	2.199 cents.
1899.....	2.141 cents.
1900.....	2.155 cents.

## Number of tons of freight hauled and earning revenue—

1897.....	79,647,492
1898.....	95,328,477
1899.....	91,984,271
1900.....	104,914,182

## Average distance hauled per ton—

1897.....	175.81 miles.
1898.....	188.08 miles.
1899.....	192.062 miles.
1900.....	194.415 miles.

## Average amount received per ton—

1897.....	\$1.607
1898.....	1.608
1899.....	1.669
1900.....	1.656

## Average rate per ton per mile—

1897.....	0.9145 cents.
1898.....	0.898 cents.
1899.....	0.8689 cents.
1900.....	0.85108 cents.

Averages from statements of 27 companies handling over 95 per cent. of the tonnage reported, show—

The average number of cars in freight trains.....	18.42
The average number of loaded cars in freight trains.....	13.06
The average load per train....	191.78 tons.
The average load per car.....	14.745 tons.
The average receipts per train.....	\$317.58
The average receipts per loaded car.....	\$21.62

The foregoing statement of operations is for the entire mileage operated by the companies reporting to this office, and not for the State of Missouri alone. Traffic details for this State are not reported by several of the lines of heaviest traffic. For Missouri traffic the details must largely be based upon mileage, which, of course, is unsatisfactory.

The aggregate mileage operated exceeds that of mileage owned or leased, for the reason that trackage right mileage is included in the mileage operated.

Forty-seven companies reporting show a surplus of earnings over operating expenses, whilst three show deficits.

Thirty-four companies show net incomes, after deducting interest, rentals, taxes, permanent improvements, and other payments from incomes, whilst fourteen show deficits.

## DIVIDENDS PAID YEAR ENDING JUNE 30, 1900.

Name of company.	Dividends paid year ending June 30, 1900.				Mileage operated.	
	Rate per cent.	Preferred stock.	Rate per cent.	Common stock.	Total dividends.	In Mo.
Atchison, Topeka & Santa Fe.....	2½	\$3,139,556 75	.....	.....	\$3,139,556 75	207 91
Chicago & Alton.....	8½	304,456 25	.....	\$1,312,577 00	1,617,033 25	262 81
Chicago, Burlington & Kansas City.....	.....	.....	3-10 of 1	24,000 00	1,240,000 00	103 82
Chicago, Burlington & Quincy.....	.....	.....	6	5,829,678 00	5,829,678 00	200 84
Chicago Great Western.....	.....	568,620 00	.....	.....	568,620 00	99 60
Chicago, Milwaukee & St. Paul.....	7	2,516,828 00	.....	2,351,530 00	4,868,358 00	152 39
Chicago, Rock Island & Pacific.....	.....	.....	4	1,869,824 00	1,869,824 00	257 14
Hannibal & St. Joseph.....	5½	286,857 50	.....	.....	286,857 50	295 20
Kansas City, Fort Scott & Memphis.....	5	137,490 00	.....	.....	137,490 00	305 78
Kansas City, St. Joseph & Council Bluffs.....	.....	.....	5 8-10	353,359 20	353,359 20	258 95
Keokuk & Western.....	.....	137,490 00	4½	170,000 00	170,000 00	84 08
St. Joseph & Grand Island.....	3	164,928 00	.....	.....	164,928 00	512 21
St. Louis, Iron Mountain & Southern.....	.....	.....	2	515,745 50	515,745 50	61 31
St. Louis, Keokuk & Northwestern.....	.....	.....	8 8-10	483,168 80	483,168 80	417 19
St. Louis & San Francisco.....	4	*200,000 00	.....	.....	.....	186 46
.....	2	320,000 00	.....	.....	.....	.....
Totals.....	.....	\$7,618,436 50	.....	\$13,024,680 50	\$20,643,117 00	3,579 83

Of the mileage represented in the above table 12.51 per cent is in Missouri. \*1st preferred.



## TAXES PAID IN MISSOURI.

Taxes paid in Missouri year ending June 30, 1900, so far as reported to Railroad and Warehouse Commissioners, were as follows:

Atchison, Topeka & Santa Fe.....	\$64,799 63
Cape Girardeau, Bloomfield & Southern.....	1,318 95
Chicago & Alton.....	52,660 43
Chicago, Burlington & Kansas City.....	8,081 38
Chicago, Burlington & Quincy.....	15,939 60
Chicago Great Western.....	14,079 73
Chicago, Milwaukee & St. Paul.....	19,569 64
Chicago, Rock Island & Pacific.....	44,230 50
Crystal Railway.....	349 52
Current River Railroad.....	6,057 03
Hamilton & Kingston.....	55 65
Hannibal & St. Joseph.....	36,259 62
Kansas City Belt Railway.....	11,562 36
Kansas City, Clinton & Springfield.....	15,470 17
Kansas City, Excelsior Springs & Northern.....	359 83
Kansas City, Ft. Scott & Memphis.....	63,606 63
Kansas City & Northern Connecting.....	2,977 23
Kansas City Southern.....	28,617 74
Kansas City, St. Joseph & Council Bluffs.....	36,221 09
Keokuk & Western.....	12,683 79
Kansas City Suburban Belt Railroad.....	21,918 38
Mississippi River & Bonne Terre.....	5,024 36
Missouri Southern.....	965 14
Omaha, Kansas City & Eastern.....	17,562 53
Omaha & St. Louis.....	9,477 37
Paragould Southeastern.....	348 34
Rockport, Langdon & Northern.....	115 33
Sedalia, Warsaw & Southwestern.....	2,337 43
Southern, Missouri & Arkansas.....	3,538 54
St. Clair, Madison & St. Louis Belt Railroad.....	7,494 50
St. Joseph & Grand Island.....	1,717 57
St. Joseph Terminal Railroad.....	8,076 69
St. Louis & Hannibal.....	6,744 97
St. Louis, Kennett & Southern.....	2,378 89
St. Louis, Keokuk & Northwestern.....	31,251 10
St. Louis Merchants' Bridge Terminal Railroad.....	30,800 00
St. Louis & San Francisco.....	108,259 12
St. Louis Transfer Railway.....	7,676 13
Terminal Railroad Association, St. Louis.....	66,200 00
Wabash Railroad.....	99,471 00
	<b>\$866,177 91</b>

The total valuation of railroads, including steam and street railroads, bridges and telegraph, as per report of State Board of Equalization for year 1900, was, \$107,658,048.62; valuation of steam railroads, \$77,448,204.00, being 71.09 per cent. of total valuation.

Total amount of taxes levied on railroads, etc., \$1,532,214.25; 71.09 of this amount is \$1,089,257.11, which represents the taxes paid on account of steam railroads in Missouri in 1900, including taxes for all purposes.

The State tax, 25 cents upon each \$100.00, amounted to \$269,462.69; the proportion paid by steam railroads, 71.09 per cent., being \$191,561.02.

The following tabulation show the traffic operation of seventeen companies for the year ending June 30, 1900, the lines represented being those of the heaviest traffic reporting to this office.

Similar tabulation for the year ending June 30, 1899, is shown for purpose of comparison.

Name of company.	Passengers carried earning revenue.		Av. distance traveled by each passenger—miles.		Av. amt. recd. from each passenger.		Av. rate for passenger per mile—cents.		Av. receipts for passenger train—mille.		Revenue received from passengers.	
	1899.	1900.	1899.	1900.	1899.	1900.	1899.	1900.	1899.	1900.	1899.	1900.
Atchison, Topeka & Santa Fe.....	2,825,376	3,274,706	85.16	84.84	\$1.874	\$1.871	2.212	2.24	\$1.143	\$1.058	\$5,334,040 25	\$6,138,644 18
Chicago & Alton.....	2,117,138	2,916,480	50.01	54.45	1.827	1.938	2.055	1.908	1.082	1.1509	2,175,234 54	2,936,011 27
Chicago, Burlington & Quincy.....	5,427,827	5,147,189	39.01	55.20	0.8336	0.982	2.089	2.175	1.083	1.0742	7,035,497 84	6,648,800 51
Chicago Great Western.....	7,164,210	1,381,768	45.40	47.01	0.8083	0.912	2.337	2.03	0.654	0.7372	1,057,880 36	1,944,265 32
Chicago, Milwaukee & St. Paul.....	7,077,709	8,677,822	37.77	37.83	0.8823	0.887	2.036	2.346	1.084	1.017	6,178,521 20	7,608,513 51
Chicago, Rock Island & Pacific.....	5,770,046	6,080,951	32.55	40.13	0.8942	0.828	2.277	2.004	0.961	0.8659	4,886,503 30	5,540,740 41
Hannibal & St. Joseph.....	617,841	643,474	51.04	52.32	1.116	1.173	2.23	2.247	1.112	1.069	718,008 44	786,102 97
Kansas City, Ft. Scott & Memphis.....	832,781	1,004,668	53.58	43.06	0.963	0.981	2.103	2.428	0.628	0.7371	835,942 66	985,712 14
Kansas City Southern.....	318,702	479,563	55.09	40.73	1.138	0.988	1.946	2.354	1.063	0.7945	693,547 98	493,088 85
Kansas City, St. Joseph & Council Bluffs ..	654,371	1,609,812	54.44	44.48	1.069	1.049	2.357	2.272	0.897	0.7945	1,943,123 26	2,132,708 50
Missouri, Kansas & Texas.....	2,477,034	2,856,860	54.05	58.84	1.3208	1.337	1.979	2.04	0.894	0.8280	2,584,853 84	2,689,229 71
Missouri Pacific.....	1,604,054	1,784,865	61.07	56.81	1.069	0.941	2.314	2.373	1.102	1.078	2,596,495 67	2,405,888 87
St. Louis, Iron Mountain & Southern.....	1,597,911	655,142	40.39	39.04	0.8387	0.816	2.046	2.091	0.938	0.8935	1,501,513 14	534,931 48
St. Louis, Keokuk & Northwestern.....	1,917,156	2,301,565	38.05	38.34	0.786	0.797	2.096	2.08	0.914	0.8983	1,507,082 47	1,835,560 79
St. Louis & San Francisco.....	512,289	541,067	41.38	41.19	0.9577	0.960	2.315	2.404	0.942	0.9580	490,637 37	535,777 10
St. Louis Southwestern.....	3,751,019	4,277,735	56.14	54.67	1.065	1.046	1.597	1.913	0.704	0.8403	3,995,102 07	4,474,652 16
Totals.....	42,677,272	48,162,578	.....	.....	.....	.....	.....	.....	.....	.....	\$43,317,523 55	\$48,475,139 13

Name of company.	Tons of freight earning revenue.		Average distance traveled per ton—miles.		Av. amount received for each ton.		Average rate per ton per mile—cents.		Av. number of freight cars in freight trains.	
	1899.	1900.	1899.	1900.	1899.	1900.	1899.	1900.	1899.	1900.
Atchison, Topeka & Santa Fe.....	7,059,351	7,949,357	285.13	291.72	\$2.719	\$2.806	0.953	0.93	21	23
Chicago & Alton.....	2,983,294	3,567,177	174.03	176.16	1.352	1.398	0.8	0.794	33	23.51
Chicago, Burlington & Quincy.....	13,877,620	13,366,217	180.30	185.12	1.04	1.87	0.909	0.877	225.4	22.15
Chicago, Great Western.....	13,713,934	12,340,965	290.94	301.07	2.00	2.17	0.865	0.72	20.93	.....
Chicago, Milwaukee & St. Paul.....	15,830,356	17,757,419	193.97	189.07	1.817	1.758	0.137	0.93	22.71	23.44
Chicago, Rock Island & Pacific.....	1,853,249	1,608,014	203.53	216.20	2.027	2.132	0.966	0.987	20.24	20.37
Hannibal & St. Joseph.....	2,810,771	1,919,357	161.27	170.62	0.945	0.998	0.386	0.385	17.31	17.42
Kansas City, Fort Scott & Memphis.....	2,912,744	3,782,168	153.29	147.19	1.052	1.041	0.687	0.707	20.84	19.64
Kansas City, Southern.....	1,800,385	1,834,136	321.14	300.56	1.659	1.852	0.517	0.607	21	22.47
Kansas City, St. Joseph & Council Bluffs.....	1,648,258	1,692,354	82.34	82.80	0.805	0.812	0.978	0.982	21.40	22.70
Missouri, Kansas & Texas.....	3,594,500	3,696,957	279.81	298.93	2.613	2.513	0.994	0.843	21.63	22.04
Missouri Pacific.....	6,080,499	6,504,877	185.23	179.16	1.578	1.542	0.852	0.801	19.46	19.72
St. Louis, Iron Mountain & Southern.....	4,837,140	5,831,390	228.20	239.12	1.979	1.865	0.872	0.78	22.70	22.87
St. Louis, Keokuk & Northwestern.....	1,790,161	2,021,433	117.19	124.01	0.801	0.893	0.795	0.72	25.86	26.64
St. Louis & San Francisco.....	2,587,829	2,865,181	195.92	182.05	1.996	1.827	1.019	1.058	17.50	19.10
St. Louis Southwestern.....	1,465,622	1,506,108	193.50	194.88	1.992	1.790	1.020	0.992	23.44	24.66
Wabash.....	6,987,941	5,802,200	238.54	235.50	1.318	1.314	0.553	0.558	24.76	26.15
	83,984,414	95,492,820								

Name of company.	Av. number of loaded cars in trains.		Av. number of tons per train.		Average tons per loaded car.			Revenue derived from freights.	
	1899.	1900.	1899.	1900.	1899.	1900.	1900.	1899.	1900.
Archison, Topeka & Santa Fe.....	15	17	171	215.78	12.9	12.84	\$10,138,041.36	\$22,307,357.97	
Chicago & Alton.....	15	16.17	189	231.89	12.9	13.34	4,132,905.79	5,002,018.84	
Chicago, Burlington & Quincy.....	16.28	16.12	180	195.26	11.5	12.12	22,730,132.13	26,427,566.42	
Chicago Great Western.....	15.98	.....	204	.....	12.8	.....	4,475,406.15	5,128,658.75	
Chicago, Milwaukee & St. Paul.....	16.04	16.82	189.8	205.13	11.84	12.20	28,773,232.43	31,230,217.27	
Chicago, Rock Island & Pacific.....	15.01	15.16	172.5	181.84	11.95	11.99	14,260,529.48	16,348,290.02	
Hannibal & St. Joseph.....	12.71	13.31	145.8	165.18	11.47	12.21	1,710,244.98	1,916,574.70	
Kansas City, Fort Scott & Memphis.....	15.01	13.41	225.6	230.52	15.10	17.19	3,065,435.82	3,036,657.61	
Kansas City Southern.....	16	15.52	220.2	231.74	17.89	18.28	2,887,371.74	3,421,908.77	
Kansas City, St. Joseph & Council Bluffs.....	16.51	27.30	228.7	231.74	13.85	13.40	1,227,088.75	1,375,029.95	
Missouri, Kansas & Texas.....	14.71	15.09	176.1	197.11	11.97	13.06	9,394,621.87	9,896,965.07	
Missouri Pacific.....	14.50	14.55	182.7	189.72	12.60	13.04	9,599,868.80	10,127,828.54	
St. Louis, Iron Mountain & Southern.....	16.83	17.91	208.5	250.48	12.39	13.99	9,573,233.46	10,877,947.23	
St. Louis, Keokuk & Northwestern.....	20.99	21.82	305	335.72	14.53	15.38	1,550,342.65	1,805,599.58	
St. Louis & San Francisco.....	11.84	12.33	139.8	154.91	10.96	12.59	5,106,180.41	5,590,998.52	
St. Louis Southwestern.....	18.37	18.60	225.5	297.61	12.33	14.39	2,800,122.53	2,813,555.38	
Wabash.....	17.21	18.11	234.7	291.02	13.64	15.07	9,212,091.70	10,016,340.19	
							\$150,012,770.05	\$168,734,147.32	

The companies named moved 91.7 per cent. of the entire number of passengers reported by 40 companies and earned 96.9 per cent. of entire passenger earnings. They moved 91.02 per cent. of the entire tonnage reported for 37 companies, and earned 96.17 per cent. of the freight revenue reported. They earned 96.7 per cent. of the entire passenger and freight earnings reported.

Table No. 10 of Part 3 hereof, shows savings and expenses of railroads in Missouri, so far as reported, and as estimated for the year ending June 30, 1900.

#### PHYSICAL CONDITIONS AND CHARACTERISTICS OF RAILROADS IN MISSOURI YEAR ENDING JUNE 30, 1900.

All main line tracks are in a satisfactory condition.

The renewal of steel rails in track was extensive. A large amount of work in replacing trestle with embankments has been done. Steel structures are rapidly replacing those of wood, and a much larger proportion of new ties, than usual, were used in renewals and repairs.

Equipments are excellent.

Branch lines and class "C" roads all show improvement in condition since our last report.

Reports of inspections will be found hereinafter. Every disposition to willingly and promptly comply with the requirements of the Board, has been shown by the managements of the several lines.

The main tracks of railroads in Missouri are almost entirely laid with steel rails. 63,171 tons of steel rail were laid in Missouri during the year.

About 80 per cent. of the main line tracks in Missouri are ballasted, either with broken stone, gravel, 'chats,' cinders or burnt clay

Two hundred and eighty-four (284) miles of track were ballasted during the year.

There were used in renewals and repairs of tracks in the State, 4,832,926 cross ties, averaging over 700 ties per mile of main line.

There were, as reported June 30, 1900, on the railroads of the State:

Bridges erected.	No. ft.	No. miles.
874 steel and iron bridges (truss and girder).....	100,206	18.98
98 combination truss bridges.....	11,269	2.13
665 wooden truss bridges.....	24,741	4.69
15 steel and iron trestles.....	9,922	1.9
6,455 wooden trestles.....	506,302	95.9
8,107 bridges.....	652,440	123.60

There were erected during the year:

Bridges erected.	No. ft.	No. miles.
59 steel bridges.....	3,820	.....
50 wooden truss bridges.....	6,440	.....
6 steel trestles.....	3,048	.....
167 wooden trestles.....	20,358	.....
282 bridges.....	33,666	6,373

Nearly 80 per cent. of main line tracks in Missouri are fenced, generally with wire fencing.

There are, as reported, including flag stations, 1,714 railway stations in Missouri, and 1,175 station houses, including Union Stations.

As reported, there were in the service of the companies, operating railroads in this State June 30, 1900, 152,628 persons. This includes employes of every class, and shows the number for the entire mileage operated, being an average of 3.873 per mile. This average applied to Missouri mileage gives an aggregate of 26,631 railroad employes in this State. From reports so far as made of number of employes in the State, and careful investigation it is estimated, however, that the number of persons in railroad service, properly to be credited to Missouri, is 29,000.

#### CASUALTIES.

As far as reported for the year ending June 30, 1900, 274 persons were killed, and 728 injured on railroads in Missouri, a total of 1,002.

Of those killed, 71 were employes, 17 were passengers, and 186 other than employes or passengers.

Of those injured 500 were employes, 64 were passengers, and 164 other than employes or passenger.

As reported for previous year, 206 persons were killed and 990 injured. Increase in number killed, 68; decrease in number injured, 262.

Among the various questions arising regarding the operation of railroads in this State, that of highway crossings is becoming more frequent from year to year. It is a matter which will require legislation, both as regards new lines of road and lines already in operation. There are many crossings in the State which are dangerous, and when the ordinary precautions are insufficient to prevent acci-

dents, some legislation regarding such instances should be had requiring over or under grade crossings, the expense to be borne proportionately by the railroad company and the community, as provided by law in many states at present. This, in cases where the requirements were such as to demand a change from a grade crossing to an over or under grade.

The present law does not contemplate crossings other than at grade, excepting that a railroad company *may*, if thought best, carry a highway under its track. The law should be much more explicit as regards highway crossings of railroads, and proper action provided for highway crossings of railroads in course of construction, as well as for necessary changes of existing crossings of operated railroads.

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#### INSPECTION OF RAILROADS.

The following was referred to the Commission by Gov. L. V. Stephens:

August 1, 1899.

Gov. Stephens, Jefferson City, Mo.:

Dear Sir—I take the liberty of calling your attention to a branch railroad that runs through Excelsior Springs Junction to Excelsior Springs City. I presume that it would be proper to send this letter to your Railroad Commissioners, but as I do not know their names I thought it would be better to write you direct.

Excelsior Springs this year has had all the time from fifteen hundred to two thousand visitors. I have been down three times, and on this little road each time it has been a question as to whether we would get safely through or not. Everybody on the train seemed to be afraid of the journey. This I have noticed each time. I left Excelsior Springs yesterday afternoon with the 4:45 train. The little old car they had was so crowded that about a dozen of us, including a lady and two little children, had to sit in the baggage car. Some of the gentlemen were just saying they wished we were safely at the Junction, when our train ran into a car that was standing on the track loaded with walnut logs. I was sitting on a trunk and was thrown from there to the front end of the car, and fell on two gentlemen from Kansas City; this is the only thing that prevented me from cracking the back of my skull. As it was I had the left side of my head bruised. In the passenger car two children were hurt, and everybody was shaken up generally. I got off the train with others to see what had happened, and we found that the engine in run-



ning into the car of logs had broken off the front end of the car and had so attached itself to the car that the two could not be taken apart. They ran us down to the Junction in that way. The other train had to wait for us, so we were twenty minutes late in getting into Kansas City.

I think, and it is the general opinion of those down there, that some serious accident will happen unless something is done. I presume there is some law in your State that compels the railroad companies to keep their roads in reasonable condition. It would only require a visit by any of your officers over this road to satisfy them that it is not safe, and that the lives of those who visit the Springs are put in jeopardy every day.

Yours respectfully,

E. JAMESON.

Inspection of the Kansas City, Excelsior Springs & N. R. R. was ordered, and the following report made:

To the Board of R. R. and W. Commissioners of Missouri, Jefferson City, Mo.:

Gentlemen—Agreeable to your directions I left Excelsior Springs Junction on regular train August 24th, for the purpose of inspecting the property of the Kansas City, Excelsior Springs & Northern Railway Company, and walked back from Excelsior Springs to their Junction with the Wabash Railway, in order to closely examine bridges, and beg to submit the following report on this property:

Road Bed. Much work is *now* and has been recently done on the road bed in the way of surfacing, opening ditches, drains, etc., and on completion of work, now under way, it will be in a safe condition.

Ties. A small percentage of new ties have been recently put in the track, but in my opinion at least 15 per cent. of those now in track are broken and rotten.

Rails. Are in reasonably good condition, and perfectly safe for the traffic to which they are subject.

Bridges. I regard the bridges of this line, generally speaking, as quite dangerous, and as they are not numbered, I designate them in numerical succession, beginning with the first on south of Excelsior Springs Bottling works as number one.

No. 1. Partly filled, ties, stringers and piles rotten and track badly out of line. The filling should be completed at once.

No. 2. Timbers apparently sound, but badly out of line and stringers "blocked up" on top of bents some two feet; should be overhauled and piles redriven where necessary.

No. 3. Piling in lower or sub-bents very insecure; badly washed and out of line, a majority of lateral braces loose and cap on third bent from south approach rotten; should be thoroughly overhauled and sub-piling redriven, and cap renewed as indicated.

No. 4. Timbers and piling reasonably sound; alignment good; guard rails o. k. 5th, 6th and 7th bents from south approach are supported by very insecure sub-piling (at bottom) which should be redriven and bridge overhauled.

No. 5. Piles in center bents are badly washed and out of line; very unsafe; should be redriven and bridge overhauled at once.

No. 6. In dangerous condition; piles should be redriven and bridge overhauled and lined up.

No. 7. In 10th bent from north end, some of the piles have slipped entirely out from under stringers and several other bents in almost as bad condition; span at south approach very dangerous, and should be rebuilt at once; this bridge also needs a thorough overhauling.

Respectfully submitted,

WM. E. McCULLY,  
Commissioner.

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STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT. }  
CITY OF JEFFERSON, September 16, 1899. }

The Board took up the report of inspection of the Kansas City, Excelsior Springs & Northern Railway, made by Commissioner McCully, August 24th ult., and the following action was taken, and certified copy mailed to General Manager Morse, as follows:

"It is ordered by the Board that a copy of the report of inspection of the Kansas City, Excelsior Springs & Northern Railway, made by Commissioner McCully, August 24th ult., be mailed to E. L. Morse, general manager of the said railway, and that he be and is hereby notified to commence, without delay, and to complete as soon as is practicable, the work of renewals and repairs as indicated in said report, as being necessary in order to place said railway in a reasonably safe condition.

All rotten or broken ties, and all defective material in bridges must be promptly renewed. The piling in bridges Nos. 1 to 7 inclusive, must be attended to, and the bridges put in proper condition without delay. These bridges are reported as being, in general, in a dangerous condition, and unless steps are taken at once to place them in proper condition the Board will be obliged to order the discontinuance of trains until necessary repairs are made."

A true copy of record, as shown in Journal of Board of Railroad and Warehouse Commissioners.

Attest:

JAMES HARDING, Secretary.

Copy of inspection report and order mailed E. C. Morse, general manager, who replied as follows:

Excelsior Springs, Mo., September 19, 1899.

James Harding, Secretary Railroad and Warehouse Com., Jefferson City, Mo.:

Dear Sir—I beg to acknowledge receipt of your communication concerning the repairs that the Commission deem necessary on the Kansas City, Excelsior Springs & Northern R'y., and in response will say: The work has been commenced and will be hastened to conclusion. When completed, will notify Commissioners so that inspection can be made to the end that as much publicity can be given to the repairs having been made as has been given by the Commissioners as to the alleged dangerous condition of the road.

Respectfully yours,

E. L. MORSE,

General Manager.

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Cape Girardeau, Mo., Sept. 5, 1899.

Mr. James Harding, Secretary, R. R. and W. Commission, Jefferson City, Mo.:

Dear Sir—I beg to acknowledge receipt of your communication under date of August 31st, enclosing a copy of the report of your Commission as to the condition of the property which I represent, and to assure you that no means are being spared to put the property in first-class condition, and to make it strictly standard in every particular.

Since May 1st we have put in the track about 38,000 ties and have rebuilt all trestles that were immediately dangerous, and have five gangs of men rebuilding trestles, changing them all to three-ply chords, while the track work is being pushed to the limit.

I have also to state that we are now receiving new steel to replace the old iron and that the change will be made in two or three weeks.

Yours truly,

E. W. COVER,

Superintendent.

Inspection report published in 24th annual report.

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }  
CITY OF JEFFERSON, November 28, 1899. }

To the Board of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—Pursuant to direction of the Board, I left Hannibal on November 23, 1899, for the purpose of making an inspection of the physical condition of the St. Louis & Hannibal Railway—Hannibal to Gilmore—and the branch from Ralls Junction to Perry.

I find the road, in a general way, both as to track and bridges, greatly improved since the last inspection, and same is now considered in safe condition, many bridges and trestles having been rebuilt, only five of the old bridges remaining, and these will be replaced by new structures during the approaching winter.

Thirty thousand new ties have been put in the track during the current year, all of which have been thoroughly spiked; track surfaced; ditches opened; right of way cleaned, and fencing put in good condition. I am informed that all these improvements have been made from the surplus earnings of the road, which redounds to the credit of the management.

Respectfully,

T. J. HENNESSEY,

Commissioner.

St. Louis, November 27, 1899.

Warehouse and Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—I enclose you herewith clippings from the "Post-Dispatch" and "Globe-Democrat" of recent date, giving accounts of accidents on the St. Louis & Suburban Road. A portion of this line running through St. Louis county is in such a condition as to make travel dangerous, and accidents of this nature, though with more serious results, are of frequent occurrence. Many of the ties are so rotten as to hardly be worthy of the name, and the road is so rough that in riding over it, one is liable to be thrown from the seat. The company operating it seem indifferent to the rights of their patrons, and a warning from you might possibly have a beneficial effect.

Trusting that you will give this matter the prompt attention which its seriousness makes necessary, I am,

Yours respectfully,

F. W. CRANDALL,

Chairman Railroad Committee,

Mo. Div., T. P. A. of A.

Answered that electric or street railways do not come within the jurisdiction of the Board. The Commission has endeavored to

have powers conferred upon them regulating these roads, and during the session of the General Assembly in 1899, prepared and caused to be introduced an act granting the power, but were unable even to have the bill favorably reported upon by the committee to which it was referred.

Mr. Crandall was informed that as the suburban road was a common carrier, there might be a remedy at law.

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#### OFFICIAL INSPECTION OF THE ATCHISON, TOPEKA & SANTA FE RAILWAY.

Chairman Flory and Commissioner McCully left the Missouri-Iowa State line on December 5, 1899, on special train, for the purpose of inspecting above line to Kansas City.

We found this line, both as regards physical condition and equipment, in first-class condition; road-bed well surfaced and well ditched (with exception of a few cuts), and it is well ballasted in its entirety with gravel, burned gumbo, and crushed rock.

Ties average about three thousand to the mile, and are in good condition. Track is laid throughout with seventy-five pound steel, and is in good order; alignment good, and curves appear perfectly adjusted. Cattle guards in good condition; stock pens are (generally speaking) in first-class order, with good accommodations. Depots are a credit to the line, commodious, well lighted and heated. Many wooden trestles have been filled, and a great number of wooden bridges have (and are being) replaced with first-class steel structures, securely supported by stone abutments. Fencing in fair condition. In fact, we regard this road as being in first-class order, and apparent conditions reflect much credit upon the management.

JOS. FLORY,

W. E. McCULLY,

Commissioners.

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#### INSPECTION REPORT OF THE KANSAS CITY, FORT SCOTT & MEMPHIS RAILWAY BY COMMISSIONERS HENNESSEY AND McCULLY, JUNE 11, 1900.

Commissioners Hennessey and McCully left Arcadia on special train Monday, June 11th, for an inspection of the Missouri lines owned and controlled by the above company.

From Arcadia to Thayer we find road-bed in good condition, generally speaking, and with very few exceptions well surfaced and

drained, the greater part of it ballasted with "Joplin gravel," in a first-class manner.

Rails used vary from 67 pounds to 75 pounds, the latter being the adopted standard, some thirty odd miles of which are now being put in their track. Alignment is first-class, and road-bed well tied.

The principal bridges are steel structures, supported by stone abutments; a great many wooden trestles have been "filled" since last inspection, and many others in process of filling now. Entire line is fenced, most of which is in reasonably good condition, several fence gangs being noted rebuilding same at various points.

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#### CURRENT RIVER RAILROAD.

Inspected by Commissioners Hennessey and McCully, leaving Grandin 8 a. m., June 12th.

This line is laid with 56 pound rail, but same was found in generally good condition; only a small portion of this track is ballasted, but surface of road-bed is in reasonably good order. Bridges and trestles, excepting three, which are steel trusses, are wooden structures, but in good repair. Road only partly fenced.

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#### KANSAS CITY, CLINTON & SPRINGFIELD RAILROAD.

Inspected Tuesday, June 12, 1900, by Commissioners Hennessey and McCully.

Road-bed in reasonably good condition, comparatively well surfaced, but only partially ballasted. It is laid with 56 pound rails, good alignment and well tied.

Bridges and trestles are mostly wooden, but in apparent good order. Cattle guards are generally of the old wooden "pit" variety, but are being replaced as fast as they are rebuilt, with surface guards.

The fencing of this line is in bad order, but several extra gangs were noted rebuilding the same.

#### SUMMARY.

The principal depots and other buildings, including stock pens on the lines operated by this company in Missouri, were found to be in good, serviceable condition, and the many extra steel-bridge and fence gangs noted at different points during our inspection, indicated a commendable ambition on the part of the management, and when the work now under way shall have been completed, the

main line from Arcadia to Thayer may justly be termed as in first-class condition.

T. J. HENNESSEY,

WM. E. McCULLY,

Railroad and Warehouse Commissioners.

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#### MISSISSIPPI RIVER & BONNE TERRE RAILWAY.

Inspection made by Commissioners Hennessey and McCully, beginning at Riverside, Missouri, June 25, 1900.

Some thirty miles of this track is laid with 56 pound rails, and the remainder with 75 pound, which latter weight has been adopted as the standard and will be rapidly substituted for the lighter rail. They are but little worn, and the alignment is very fair. Road-bed is in reasonably good condition, except in some cuts which evidence ditches having been filled by recent heavy rains, impeding drainage. Road-bed is practically all ballasted, and the larger part of it being the most complete work of the kind ever viewed, not only the road-bed being thoroughly covered with "chat," but all heavy dumps being entirely covered with the ballast from top to bottom.

All principal bridges are practically speaking of steel trusses, and girders on stone abutments, class "A" structures, and in first-class condition, and the policy of the management has been to install these as rapidly as possible until all wooden trestles and bridges shall have been removed. Very little stock business done on this line, hence stock-pens are scarce and rarely in evidence, but entire line is well equipped with neat, modern station houses, which are in themselves a credit to the managers. At the Steinecke Crossing of Joaquin river, two streams of water have been diverted from their channels and merged into one, and this water from a shed of some 6,000 acres, is carried under the railway through a gap supported and protected by superb wing dams and masonry. The long, high trestle that has heretofore existed at this place has been filled, riprapped and ballasted from top to bottom, making in all a most admirable piece of workmanship.

We note with pleasure the many evidences of physical improvements in this line since our last inspection, and most heartily commend the efforts of the management in this respect, as well as concurring in the further improvements now under way, and those contemplated for the near future.

T. J. HENNESSEY,

WM. E. McCULLY,

Railroad and Warehouse Commissioners.

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PART III.  
TABULATED STATISTICS.

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TABLE NO. 1.

RAILROAD MILEAGE WITHIN THE STATE OF MISSOURI, JUNE 30, 1900

Name of company controlling or operating.	Name of railroad.	From	To	Main line.		Yard tracks and sidings.....	Totals.....	Total all tracks....
				Single track.	2nd & 3rd tracks....			
Atchison, Topeka & Santa Fe.	Atchison, Topeka & Santa Fe.....	Kansas City.....	Chicago, Ill.....	185.46				
		North Lexington.....	St. Joseph.....	76.45				
Cape Girardeau, Bloomfield & Southern.....	Cape Girardeau, Bloomfield & Southern.....	Bloomfield.....	Bloomfield with brs.	271.91	1.30	67.43	340.63	340.69
Cassville & Western.....	Cassville & Western.....	Exeter, St. L. & San F. R. R.....	Cassville.....		27.43	1.98		29.38
Chester, Perryville & Ste. Gen.	Chester, Perryville & Ste. Gen.....	West Chester.....	St. M., Perryville & Ste. Genevieve.....		4.51	.56		5.07
Chicago & Alton.....	Louisiana & Missouri River.....	Louisiana.....	Cedar City.....	101.59		2.15		31.02
	Kansas City, St. Louis & Chicago.	Mexico.....	Kansas City.....	161.82				
C., B. & Q. (system)	Chicago, Burlington & Kansas City	Carrollton.....	Keokuk, Ia.....	233.41	2.72	54.96	321.09	321.09
	Hannibal & St. Joseph.....	Hannibal.....	St. Joseph.....	103.82		13.90	117.42	
		Palmyra.....	West Quincy.....	274.32				
		Cameron Junction.....	Kansas City.....	14.84				
		St. Joseph.....	Rushville & Atchison Junction.....	54.71				
				15.89	.46	89.57	379.79	
	K. C., St. Joseph & Council Bluffs	Harlem, H. & St. J. R. R. N. K. C. O.	Council Bluffs, Ia.....	140.51				
		Winthrop.....	Armour.....	2.94				
			State Line, North of Hopkins.....	52.13				
			Burlington Junc.....	31.54				
			State Line, Nodaway Co.....	25.43				
			East Leavenworth.....	1.06	1.77	74.32	89.71	
Atchison & Nebraska.....	Atchison & Nebraska.....	Atchison & Nebraska Junction	Atchison & Nebraska Junction					
	St. Joseph & Nebraska.....	St. Joseph Junction	St. Joseph Junction					
				3.12			3.12	
				5.96			5.96	

Leon, Mt. Ayr. & Southwestern	Albany, Grant City	Bethany Junc., Ia. Leon, Ia.	43.83 6.44	50.27	3.20	53.47
Brownville & Nodaway Valley	Burlington Junction	Vilseca, Ia.	9.45	9.45	50	9.95
St. Joseph & Des Moines	St. Joseph	Albany	48.09	48.09	4.80	52.89
Grant City & Southern	Grant City	Albany Junction	19.93	19.93	1.00	20.93
St. Louis, Keokuk & Northwestern	St. Louis	Keokuk, Ia.	193.79	193.79		
"	Culvre Junction	St. Peters (Wab. R.R.)	10.55	10.55		
"	At West Alton		.46	174.80	24.07	238.23
Keokuk & Western	Alexandria	Van Wert, Ia.	69.72			
"	Calnsville	Pleasanton, Ia.	11.83	81.55	7.88	89.43
Chicago Great Western	St. Joseph	Des Moines, Ia.		61.46		
"	Bee Creek, A. T. & S. F. Ry.	Beverly, K. C., St. J. & O. B. R. R.		23.00	84.46	
Chicago, Milwaukee & St. Paul	Coburg Junction, K. C. Belt Ry.	Ottumwa, Ia.			140.27	
Chicago, Rock Island & Pacific	East Leavenworth	Edgerton Junction		20.31	29.11	169.38
"	"	Centerville, Ia.		147.95		
"	"	Alkanton		64.56		
"	"	Kansas City		.55	39.81	273.40
Crystal Railway	Silica, S. L. I. M. & S.	Crystal City		3.50	1.25	4.75
Eureka Springs Railway	Selleman, St. L. & S. F.	Eureka Springs, Ark.		8.04	50	58.04
Hamilton & Kingston	Hamilton	Kinston		8.50	.30	8.80
Houck's, Missouri & Arkansas	Commerce	Morley		13.00		
"	Morley & Morehouse	Morehouse		15.72	2.00	30.72
Kansas City Belt Railway	Argentine, Kas.	Blue River Valley, Jackson Co.			7.04	31.24
K. C., Ft. Scott & Memphis (system)	Kansas City	Memphis, Tenn.	227.18		16.85	
Greenfield & Northern	Kanora, S. L. & S. F.	Greenfield	37.67			
Short Creek & Joplin R. R.	Webb City	Lashburn, Kas.	19.07			
Rich Hill Division	Missouri Junc., Kas.	Rich Hill	30.71			
Cherry Vale Division	Arcadia	Cherryvale, Kas.	7.01	305.64	2.04	403.39
Kansas City, Clinton & Springfield	Paola	Ash Grove, K. C.				
"	"	F. S. & M. R. R.	142.60			
"	Raymore Junction	Pleasant Hill	8.41	151.01	19.04	170.05
Current River R. R.	Willow Springs	Grandin, Carter Co.		81.95	9.62	91.57
Kansas City, Excelsior Springs & Northern	Kansas City	C. M. & St. Paul Junction		538.60		665.01
Kansas City & Southern R'y	Grand View, K. C., O. & S. R'y	Mena, Ark.			.25	10.30
					34.74	197.29

## REPORT OF THE

## RAILROAD MILEAGE WITHIN THE STATE OF MISSOURI—Continued.

Name of company controlling.	Name of railroad.	From	To	Main line.		Yard track and sidings.....	Totals.....	Total all tracks...
				Single track.	2nd & 3rd tracks....			
K. O. Northern Connecting.....	Kansas City North'n Connecting....	O. M. & St. P. Junc'n C. M. & St. P. Junc. K. O. S. Belt R'y.	Pattonburg.....	75.27	.....	.....	.....	80.40
K. O. Suburban Belt R'y.....	Kansas City Suburban Belt.....	Mo. Kansas Line.....	Brush Cr. Jack'n Co.	.13	75.40	5.00	.....	.....
"	K. O. & Independence Air Line....	Air Line Junction, Jackson Co.....	Independence.....	13.45	.....	19.80	38.98	.....
Mississippi Riv. & Bonne Terre	Mississippi River & Bonne Terre...	Riverside, St. L., I. M. & S. R'y.....	Doe Run.....	5.58	19.03	3.08	9.35	48.21
Missouri, Kansas & Texas.....	Missouri, Kansas & Texas.....	Hannibal.....	Franklin Junction.....	.....	47.47	11.00	.....	58.47
"	"	L. K. & N. W. R'y	Fort Scott, Kans.....	104.50	.....	.....	.....	.....
"	"	North Jefferson.....	Cedar City.....	305.10	.....	.....	.....	.....
"	"	K. C. Jnc. Pettis Co.	Paola, Kans.....	1.15	.....	.....	.....	.....
"	"	Walker, Vernon Co.	El Dorado Springs...	69.65	.....	83.17	.....	577.57
Missouri Pacific (system).....	Missouri Pacific.....	St. Louis.....	Omaha, Neb.....	14.00	494.40	.....	.....	.....
"	"	Poplar St. Tr., St. L.	Glencoe Quarry.....	283.74	.....	.....	.....	.....
"	"	Warrensburg Junc.	Blackwater Quarry...	1.00	.....	.....	.....	.....
"	"	Laclede Junction.....	Greve Ceur Lake.....	4.00	.....	.....	.....	.....
"	"	Kirkwood.....	Carondelet.....	11.99	.....	.....	.....	.....
"	"	Jefferson City.....	Barnett.....	12.44	.....	.....	.....	.....
"	"	Sedalia.....	Independence.....	45.04	.....	.....	.....	.....
"	"	Myrick.....	Boonville Junction...	88.46	.....	.....	.....	.....
"	"	Marshall Junction...	Marshall.....	78.77	.....	.....	.....	.....
"	"	Pleasant Hill.....	Joplin.....	2.48	.....	.....	.....	.....
"	"	Boonville, St. Louis & Southern...	Versailles.....	132.69	.....	.....	.....	.....
"	"	Fort Scott & Eastern.....	Rich Hill.....	661.61	.....	.....	.....	.....
"	"	Joplin & Western.....	Jasper Co.....	43.97	.....	.....	.....	.....
"	"	Kansas City & Southwestern.....	Grand Falls.....	22.57	.....	.....	.....	.....
"	"	Kansas & Colorado Pacific.....	Mo. & Kan. St. Line	8.75	.....	.....	.....	.....
"	"	Nevada & Minneta.....	Pleasanton, Kans.....	4.59	.....	.....	.....	.....
"	"		Cherokee, Kans.....	20.70	.....	.....	.....	.....
"	"			13.01	.....	.....	.....	.....
"	"			32.50	.....	.....	.....	.....

St. Louis, Oak Hill & Carondelet..	Tower Grove Junc., St. Louis.....	Ivory Ave. Junc't'n, Carondelet.....	6.30	816.66	25.72	233.13	1081.81	.....
St. Louis, Iron Mountain & South'n	St. Louis.....	Texarkana, Tex.....	6.30	184.67	.....	.....	.....	.....
St. Louis, Iron Mountain & South'n	Kirkwood Br. Junc.	Broadway Junction, Carondelet.....	.....	39	.....	.....	.....	.....
St. Louis, Iron Mountain & South'n	Mineral Point.....	Potosi.....	.....	120.30	.....	.....	.....	.....
St. Louis, Iron Mountain & South'n	Bismarck.....	Belmont.....	.....	16.31	.....	.....	.....	.....
St. Louis, Iron Mountain & South'n	Allenville.....	Jackson.....	.....	70.77	.....	.....	.....	.....
St. Louis, Iron Mountain & South'n	Poplar Bluff.....	Bird's Point.....	.....	20.50	.....	.....	.....	.....
St. Louis, Iron Mountain & South'n	Neeleyville.....	Doniphan.....	.....	30	.....	.....	.....	.....
St. Louis, Iron Mountain & South'n	Levee, St. Louis...	Fourth St. Station..	.....	416.96	10.27	152.06	579.29	.....
Missouri Midland.....	Columbia.....	McBaine, M., K. & T. R'y, Boone Co.	.....	1233.62	1233.62	.....	1661.10	1661.10
Mo. Southern (narrow gauge).	Missouri Southern.....	Ellington.....	.....	9.00	.....	.25	.....	9.25
Omaha, K. C. & Eastern.....	Omaha, Kansas City & Eastern..	Trenton.....	.....	29.15	.....	1.54	.....	30.69
Omaha, K. C. & Eastern.....	Quincy, Omaha & Kansas City...	West Quincy.....	.....	33.97	.....	2.48	.....	.....
Omaha & St. Louis.....	Omaha & St. Louis.....	Council Bluffs, Ia..	.....	134.03	168.00	9.92	.....	180.40
Paragould Southeastern.....	Paragould Southeastern.....	Hornersville.....	.....	.....	77.67	8.85	.....	86.52
Rockport, Langdon & Northern..	Rockport, Langdon & Northern..	Rockport, Atch. Co.	.....	.....	13.07	1.81	.....	14.88
Sedalia, Warsaw & Southern	Sedalia, Warsaw & Southern	Warsaw.....	.....	.....	5.60	.40	.....	6.00
(narrow gauge).....	(narrow gauge).....	.....	.....	.....	42.30	1.00	.....	43.30
St. Clair, Mad. & St. L. B. R'y	St. Clair, Madison & St. Louis Belt	Alton, Ill.....	.....	.....	2.80	1.00	.....	3.80
Southern Mo. & Arkansas.....	Southern Missouri & Arkansas ..	Hunter, Current	.....	.....	.....	.....	.....	.....
St. Joseph & Grand Island .....	St. Joseph & Grand Island.....	River R. R.....	.....	.....	94.00	6.00	.....	100.00
St. Joseph Terminal R. R.....	St. Joseph Terminal.....	Grand Island, Neb.	.....	.....	.....	4.65	.....	.....
St. Louis & Hannibal.....	St. Louis & Hannibal.....	Gower.....	.....	10.50	10.66	1.00	.....	16.31
St. Louis, C. K. & Colorado...	St. Louis, Kansas City & Colorado	Connecting R. R. at	.....	.....	1.02	7.33	.....	8.35
St. Louis, Kennett & Southern	St. Louis, Kennett & Southern.....	St. Joseph.....	.....	.....	.....	.....	.....	.....
St. Louis, Kennett & Southern	St. Louis, Kennett & Southern.....	Hannibal.....	.....	85.00	.....	.....	.....	.....
St. Louis, Kennett & Southern	St. Louis, Kennett & Southern.....	Gilmore, Wabash	.....	18.00	103.00	5.00	.....	108.00
St. Louis, Kennett & Southern	St. Louis, Kennett & Southern.....	Perry.....	.....	.....	.....	.....	.....	.....
St. Louis, Kennett & Southern	St. Louis, Kennett & Southern.....	Union.....	.....	55.24	.....	.....	.....	.....
St. Louis, Kennett & Southern	St. Louis, Kennett & Southern.....	Dripping Springs...	.....	1.70	56.94	6.05	.....	62.90
St. Louis, Kennett & Southern	St. Louis, Kennett & Southern.....	Caruthersville.....	.....	43.10	.....	.....	.....	.....
St. Louis, Kennett & Southern	St. Louis, Kennett & Southern.....	Arbyrd.....	.....	14.16	.....	.....	.....	.....
St. Louis, Kennett & Southern	St. Louis, Kennett & Southern.....	Calgova.....	.....	9.50	66.76	2.35	.....	69.11
St. Louis & San Francisco.....	St. Louis & San Francisco.....	Seneca.....	.....	.....	.....	.....	.....	.....
St. Louis & San Francisco.....	St. Louis & San Francisco.....	Paris, Tex.....	.....	328.28	.....	.....	.....	.....
St. Louis & San Francisco.....	St. Louis & San Francisco.....	Wichita, Kas.....	.....	33.37	.....	.....	.....	.....
St. Louis & San Francisco.....	St. Louis & San Francisco.....	Pierce City.....	.....	41.00	.....	.....	.....	.....

## RAILROAD MILEAGE WITHIN THE STATE OF MISSOURI—Continued.

Name of company controlling.	Name of railroad.	From	To	Main line.		Yard track and sidings	Totals	Total all tracks
				Single track.	2nd & 3rd tracks			
St. Louis & San Francisco	St. Louis & San Francisco	Joplin	Girard	23.50				
"	"	Cuba Junction	Salem	41.12				
"	"	Branches St. L., S. & A. R. R.		11.57				
"	"	North Springfield	Springfield Belt line	3.18				
"	"	Granby Junction	Granby	1.50				
"	"	Oronogo	Joplin	9.32				
"	"	North Springfield	Chadwick	34.86				
"	"	"	Bollivar	38.79	698.53			
"	"	Knocke Jct., Jackson Co.	Bollivar		146.90	134.94		848.09
St. Louis Southwestern	St. Louis Southwestern	Birds Point	Texarkana, Tex.	69.80				
"	"	Paw Paw Junction	New Madrid	5.70				
"	"	Delta	Malden	51.40	128.90			
"	"	Delta	Grays Point		16.40	43.11		185.41
St. Louis & Memphis	St. Louis & Memphis	Paw Paw Junction, St. L. & S. W. Ry.	Portageville		13.50	.50		14.00
St. L. Merchants' Bridge Ter.	St. L. Merchants' Bridge Ter.	Union Station St. L. (with spurs)	Madison, Ill.		7.44	3.45		14.62
St. Louis Transfer Railroad	St. Louis Transfer	Arsenal St., St. L.	Grand Av., St. L.		6.35	5.13		11.48
Terminal Railroad Ass'n, St. L.	Terminal Railroad	Eighth St., St. L.	Eighteenth St., St. L.	1.05				
"	"	Tunnel Railroad, St. Louis	Third St., St. L.	.94				
Wabash Railroad	St. Louis Bridge Railway	Third St., St. Louis	St. Louis bridge	.30	2.29	11.00		15.58
"	"	St. Louis Union Sta.	Harlem, K. O. bridge	574.80				
"	"	Franklin Av., St. L.	Ferguson	10.80				
"	"	Moberly	Ottumwa, Ia.	87.70				
"	"	Salisbury	Glasgow	15.50	888.80			
"	"	Boone County & Booneville	Columbia		21.70			
"	"	Brunswick & Chillicothe	Chillicothe		38.90			
"	"	St. Louis, Council Bluffs & Omaha	Patronsburg		41.40			
"	"	Hannibal Bridge Branch	Hannibal Bridge		.64	108.19		599.23

Wiggins Ferry Co. Williamsville, Greenville & St. L.	Wiggins Ferry Co. Railroad. Williamsville, Greenville & St. L.	St. Louis Levee. Williamsville, St. L., I. M. & S. Railway, Wayne Co.	End of track east of Greenville.	4.12	10.00	14.12
Bellevue Valley.	Bellevue Valley.	St. L., I. M. & S. R'y, Iron Co.	Schnelders quarries.	25.00	2.42	27.42
Graniteville & Middlebrook.	Graniteville & Middlebrook.	Middlebrook, St. L., I. M. & S. R'y, Iron Co.	Graniteville quarries.	3.57	.25	3.82
Louisville & Nashville. Kansas City & Westport.	Louisville & Nashville. Kansas City & Westport.	Trucks in St. Louis Westport Jct., K. C., O. & S. W. R'y.	Westport.	3.00		3.00
Kansas & Texas Coal Co.	Kansas & Texas Coal Railroad.	Excello, Wabash R. R.	Westport.	.15		.15
Leavenworth Ter. & Bridge Co	Leavenworth & Ter. Bridge R. R.	Leavenworth bridge	Bevier.	8.29	.25	8.54
Manufacturers' R'y, St. Louis.	Manufacturers' Railway.	St. L., I. M. & S. R'y, St. Louis.	K. C. St. J. & C. B. Junction.	14.47	.50	14.97
Montgomery & Western.	Montgomery & Western.	Anheuser-Rusch Brewery, St. Louis		.93		.93
Pertle Springs.	Pertle Springs Railway.	Montgomery City			.25	.91
St. Louis, Caruthersville & Memphis.	Pertle Springs Railway.	Wartensburg	Graystone Park.	2.50	.20	2.70
Union Pacific.	St. L., Caruthersville & Memphis. Union Pacific.	Caruthersville.	Pertle Springs.	2.25	.25	2.50
		Trucks in K. O.	Blythesville.	22.00	1.00	23.00
			Trucks in K. O.	.50	2.00	3.00
				6,876 20	96.06	8,524.57
				1,552.31		

TABLE NO. 2.

CAPITAL STOCK OF COMPANIES AS REPORTED JUNE 30, 1900.

Name of company.	Mileage represented by stock.	Common stock.	Preferred stock.	Debt and scrip.	Total stock and scrip.	Amount of stock per mile.	Dividends paid.		
							On common stock.	On preferred stock and scrip.	Total dividends paid.
Atchison, Topeka & Santa Fe.....	7,371.07	\$102,000,000	\$131,498,000	.....	\$233,498,000	\$31.676	.....	\$5,239,440.00	\$5,239,440.00
Boonville, St. Louis & Southern.....	43.97	250,000	.....	.....	250,000	5.087	.....	.....	.....
Cape Girardeau, Bloomfield & Southern.....	27.16	370,000	.....	.....	370,000	13.023	.....	.....	.....
Cassville & Western.....	4.51	50,000	.....	.....	50,000	11.086	.....	.....	.....
Chester, Perryville & Ste. Genevieve.....	28.87	300,000	.....	.....	300,000	10.388	.....	.....	.....
Chicago & Alton.....	843.54	18,751,100	3,479,500	.....	22,230,600	26.354	\$1,312,577.00	304,456.25	1,617,033.25
Chicago, Burlington & Kansas City.....	181.51	8,000,000	.....	.....	8,000,000	48.579	.....	.....	.....
Chicago, Burlington & Quincy.....	6,221.87	98,447,500	.....	.....	98,447,500	13.823	5,829,678.00	.....	5,829,678.00
Chicago Great Western.....	844.85	30,000,000	25,000,000	.....	55,000,000	97.290	.....	1,137,270.50	1,137,270.50
Chicago, Milwaukee & St. Paul.....	6,422.67	47,146,000	40,454,900	.....	87,601,500	13.639	2,351,530.00	5,516,528.00	4,868,058.00
Chicago, Rock Island & Pacific.....	2,955.92	49,992,100	.....	7,900	50,000,000	16.915	1,860,624.00	.....	1,860,624.00
Crystal River.....	3.50	30,000	.....	.....	30,000	8.571	.....	.....	.....
Current River Railroad.....	81.95	1,000,000	.....	.....	1,000,000	19.597	.....	.....	.....
Eureka Springs.....	18.50	500,000	.....	.....	500,000	27.027	.....	.....	.....
Fort Scott Central.....	57.65	1,114,800	.....	.....	1,114,800	19.535	.....	.....	.....
Hamilton & Kingston.....	8.25	9,600	.....	.....	9,600	1.163	.....	.....	.....
Hannibal & St. Joseph.....	289.22	9,168,700	5,083,239	.....	14,251,939	49.277	.....	206,857.50	206,857.50
Higginsville Switch Co.....	3.62	100,000	.....	.....	100,000	.....	.....	.....	.....
Joplin & Western.....	4.59	91,660	.....	.....	91,660	19.956	.....	.....	.....
Kansas City Belt Railway.....	8.70	100,000	.....	.....	100,000	11.494	.....	.....	.....
Kansas City, Clinton & Springfield.....	162.63	1,775,400	.....	.....	1,775,400	10.917	.....	.....	.....
Kansas City, Excelsior Springs & Northern.....	10.05	9,997,000	.....	.....	9,997,000	9.950	.....	.....	.....
Kansas City, Fort Scott & Memphis.....	719.45	3,000,000	2,750,000	.....	5,750,000	17.718	.....	.....	.....
Kansas City & Northern Connecting.....	85.86	3,000,000	.....	.....	3,000,000	34.941	.....	.....	.....
Kansas City Southern.....	813.66	30,000,000	21,000,000	.....	51,000,000	62.680	.....	.....	.....
Kansas City Southwestern of Mo.....	20.70	207,000	.....	.....	207,000	10.000	.....	.....	.....
Kansas City, St. Joseph & Council Bluffs.....	310.85	6,092,493	.....	.....	6,092,493	19.569	353,359.20	.....	353,359.20
Kansas City, St. Louis & Chicago.....	161.82	271,800	1,750,000	.....	2,021,800	12.494	.....	105,000.00	105,000.00
Kansas City Suburban Belt Railway.....	59.16	4,750,000	.....	.....	4,750,000	80.291	.....	.....	.....
Keokuk & Western.....	254.65	4,000,000	.....	.....	4,000,000	15.707	170,000.00	.....	170,000.00
Kentucky & Missouri.....	101.80	2,312,700	1,339,000	.....	3,651,700	36.237	.....	23,690.00	23,690.00
Mississippi River.....	47.47	600,000	.....	.....	600,000	12.640	.....	.....	.....
Missouri, Kansas & Bonne Terre.....	1,967.15	58,193,500	13,000,000	.....	71,193,500	35.665	.....	.....	.....
Missouri Midland.....	9.00	142,000	.....	.....	142,000	15.778	.....	.....	.....
Missouri Pacific.....	1,060.60	50,432,150	.....	.....	50,432,150	47.550	.....	.....	.....
Nevada & Minden.....	29.15	80,000	.....	.....	80,000	2.744	.....	.....	.....
Omaha, Kansas City & Eastern.....	32.56	450,000	.....	.....	450,000	13.826	.....	.....	.....
Omaha & St. Louis.....	33.97	1,428,000	.....	.....	1,428,000	42.097	.....	.....	.....
Omaha & St. Louis.....	143.30	2,502,000	.....	.....	2,502,000	15.077	.....	.....	.....
Paragould Southeastern.....	22.04	100,000	.....	.....	100,000	4.537	.....	.....	.....

Quincy, Omaha & Kansas City.....	34.00	1,500,000	11,194						
Rockport, Langdon & Northern.....	5.60	55,000	9,821						
Sedalla, Warsaw & Southwestern.....	42.30	516,000	12,198						
Southern Missouri & Arkansas.....	92.40	952,900	10,313						
St. Clair, Madison & St. Louis Belt Ry .....	5.60	900,000	297,857						
St. Joseph & Grand Island.....	251.06	4,600,000	53,882						
St. Joseph Terminal Railroad.....	1.02	300,000	294,118						
St. Louis Bridge Co.....	1.22	7,990,000							
St. Louis & Hannibal.....	103.00	462,000	4,485						
St. Louis, Iron Mountain & Southern.....	1,428.86	25,795,055	18,053						
St. Louis, Keokuk & Northwestern.....	1,225.80	5,443,800	24,109						
St. Louis & Memphis.....	13.50	130,000	9,829						
St. Louis Merchants Bridge Terminal Ry .....	7.44	2,939,500	335,094						
St. Louis & San Francisco.....	1,548.85	20,000,000	32,282						
St. Louis, Oak Hill & Carondelet.....	6.30	400,000	63,492						
St. Louis & Southwestern.....	582.70	16,500,000	62,639						
St. Louis Tunnel Railroad.....	6.35	199,800	31,455						
St. Francis Valley Railroad.....	9.50	1,250,000	1,239,787						
Terminal Railroad Association of St. Louis.....	1.35	1,441,200	10,536						
Wabash Railroad.....	1,706.80	52,000,000	1,067,556						
Williamsville, Greenville & St. Louis.....	25.00	375,000	30,465						
Honcks, Missouri & Arkansas.....	13.00	135,000	15,000						
St. Louis, Kennett & Southern.....	44.10	430,000	10,985						
Kennett & Osceola.....	14.16	120,000	9,773						
Totals.....	37,824.03	\$1,023,930,467	\$12,039,298.20	\$11,281,422.55					\$23,320,080.75

Average amount of stock per mile, \$23,277.00.



TABLE NO. 3.

BONDS AND DEBT, JUNE 30, 1900.

Name of company.	Mileage represented.....	Mortgage bonds	Income bonds..	Equipment bonds.....	Total bonds....	Miscellaneous obligations..	Current liabilities.....	Total debt.....	Int. accrued...	Interest paid..	Bonded debt per mile of road.....
Atchison, Topoka & Santa Fe.....	7,371.07	\$136,010.710	\$51,728.000	\$500,000	\$188,238.710	.....	.....	\$188,238.710	\$5,291,238.50	\$7,310,012.50	\$25.470
C. Girardeau, Bloomfield & Southern.	27.16	100,000	.....	.....	100,000	.....	.....	100,000	5,000.00	4,860.92	3.082
Chester, Perryville & Ste. Genevieve.	28.57	140,000	.....	.....	140,000	.....	\$15,005	135,005	7,000.00	7,000.00	4.856
Chicago & Alton.....	845.54	40,884,880	.....	.....	40,884,880	.....	.....	40,884,880	806,445.91	806,445.91	48.112
Chicago, Burlington & Kansas City..	181.56	114,665,000	.....	.....	114,665,000	\$830,000	.....	135,899,100	49,200.00	49,200.00	4.316
Chicago, Burlington & Quincy.....	6,221.87	.....	.....	.....	.....	.....	.....	135,899,100	6,743,437.29	6,886,214.96	21.842
Chicago, Great Western.....	844.85	131,107,000	40,000	2,158,259	133,265,259	21,534,100	207,505	131,147,000	164,148.27	164,148.27	.....
Chicago, Milwaukee & St. Paul.....	6,422.67	65,716,000	.....	.....	65,716,000	2,823,150	.....	67,081,000	6,033,170.41	6,836,119.59	30.419
Chicago, Rock Island & Pacific.....	2,955.92	1,000,000	.....	.....	1,000,000	1,305,000	.....	1,802,087	2,941,960.00	3,000,313.35	22.232
Current River Railroad.....	81.96	1,000,000	500,000	.....	1,000,000	.....	280,087	1,000,000	80,300.00	80,300.00	19.598
Eureka Springs Railway.....	18.50	500,000	.....	.....	500,000	.....	.....	45,208	.....	.....	.....
Hamilton & Kingston.....	8.25	.....	.....	.....	.....	30,000	25,208	8,465,796	492,150.00	492,150.00	28.006
Hannibal & St. Joseph.....	289.22	8,390,000	.....	.....	8,390,000	.....	135,756	120,000	7,200.00	61,500.00	4.101
Houck's Missouri & Arkansas.....	13.00	120,000	.....	.....	120,000	.....	.....	120,000	123,000.00	103,035.00	25.632
Kansas City Belt Railway.....	8.70	2,050,000	.....	.....	2,050,000	.....	.....	3,931,002	103,660.00	.....	19.084
Kansas City, Clinton & Springfield..	102.63	3,250,000	.....	.....	3,250,000	.....	681,002	112,708	.....	.....	9.050
K. C., Excelsior Springs & Northern..	70.05	100,000	.....	1,093,000	1,000,000	.....	.....	18,432,900	1,118,726.00	1,110,176.67	25.020
Kansas City, Fort Scott & Memphis.	719.45	17,339,000	1,388,000	22,888	18,432,900	.....	301,892	3,563,789	92,000.00	392.10	37.900
Kansas City & Northern Connecting..	85.86	1,851,000	.....	.....	1,851,000	.....	.....	32,004,940	405,757.49	405,880.00	18.845
Kansas City Southern.....	310.85	30,000,000	.....	.....	30,000,000	2,041,731	60,005	3,000,000	210,000.00	210,000.00	18.339
K. C., St. Joseph & Council Bluffs.....	310.85	5,858,016	.....	.....	5,858,016	.....	.....	3,000,000	210,000.00	80,030.00	100.302
Kansas City, St. Louis & Chicago.....	161.82	3,000,000	.....	30,437	3,000,000	.....	670,176	4,750,613	79,799.49	60,709.40	7.802
Kansas City Suburban Belt.....	30.16	4,050,000	.....	.....	4,050,000	.....	.....	1,902,903	145,350.00	145,350.00	20.085
Kookuk & Western.....	254.65	1,900,000	.....	.....	1,900,000	.....	.....	2,085,000	30,000.00	30,000.00	10.533
Louisiana & Missouri River.....	100.80	2,085,000	.....	.....	2,085,000	.....	.....	500,000	3,082,093.34	3,082,093.34	36.823
Mississippi River & Bonne Terre.....	47.47	500,000	.....	.....	500,000	.....	327,847	73,850,847	10,650.00	.....	15.778
Missouri, Kansas & Texas.....	1,906.15	73,523,000	.....	.....	73,523,000	.....	154,700	154,700	3,040,303.75	58,587	58.587
Missouri Midland.....	9.00	142,000	.....	.....	142,000	.....	1,847,832	67,785,832	3,038,137.50	3,040,303.75	15.778
Missouri Pacific.....	1,000.00	62,138,000	.....	.....	62,138,000	.....	540,011	2,400,033	40,800.00	20,706.93	54.772
Omaha, Kansas City & Eastern.....	33.79	1,428,000	432,622	.....	1,860,622	.....	.....	3,174,794	95,040.00	90,000.00	16.550
Omaha & St. Louis.....	143.39	2,376,000	.....	54,450	2,430,450	.....	16,017	1,116,017	6,000.00	6,000.00	4.337
Paragould Southeastern.....	22.04	100,000	.....	.....	100,000	.....	.....	1,728,407	50,372.00	50,372.00	1.908
Quincy, Omaha & Kansas City.....	134.00	230,000	.....	.....	230,000	1,478,400	.....	27,284	1,540.00	180.00	4.404
Rockport, Langdon & Northern.....	5.60	25,000	.....	.....	25,000	.....	2,584	8,000	.....	.....	.....
Sedalia, Warsaw & Southwestern.....	42.30	.....	.....	.....	.....	.....	8,008	945,003	4,507.51	4,507.51	9.125
Southern Missouri & Arkansas.....	92.40	825,000	.....	19,118	844,118	.....	101,485	690,000	30,000.00	105,000.00	207.827
St. Clair, Madison & St. L. Belt.....	5.60	600,000	.....	.....	600,000	.....	.....	3,701,837	165,000.00	.....	13.241
St. Joseph & Grand Island.....	251.06	3,500,000	.....	.....	3,500,000	.....	291,827	.....	.....	.....	.....

[illegible]

Average amount of bonds per mile, \$28,903.00.

## REPORT OF THE

TABLE NO. 4.

GROSS EARNINGS FROM OPERATION YEAR ENDING JUNE 30, 1900.

Name of company.	Earnings of passenger department.	Earnings of freight department.	Total earnings of passenger and freight departments.	Other earnings of transportation department.	Total earnings from operation.	Gross earnings per mile of road operated.	Mileage operated.
Atchison, Topeka & Santa Fe.....	\$8,125,482 15	\$22,380,087 18	\$30,505,519 33	\$451,386 23	\$30,956,915 56	\$6,532 21	4,840 00
Cape Girardeau, Bloomfield & Southern.....	6,432 54	21,568 24	28,000 78	719 80	29,188 54	1,078 47	27 16
Chester, Perryville & Ste. Genevieve.....	2,764,203 96	20,708 00	7,780,222 80	35,135 16	7,801,357 96	9,872 49	28 87
Chicago & Alton.....	10,636,886 70	26,463 172 17	37,068,136 87	6,349 01	37,431,538 35	9,248 35	843 54
Chicago, Burlington & Kansas City.....	1,557,739 20	3,128,658 75	6,986,417 95	863,309 55	6,015 73	6,015 73	220 36
Chicago Great Western.....	10,452,019 75	31,287,560 16	41,739,579 91	145,112 09	41,884,692 00	7,220 95	6,412 48
Chicago, Milwaukee & St. Paul.....	6,700,109 74	16,348,380 92	23,048,490 66	163,860 25	23,211,990 91	6,558 55	6,952 01
Chicago, Rock Island & Pacific.....	1,374 63	3,009 56	4,384 19	1,432 50	5,816 69	6,384 25	3,046 07
Crystal Railway.....	30,326 62	116,538 27	146,864 89	7,838 00	154,721 49	1,961 91	3 50
Eureka Springs Railroad.....	25,860 39	21,468 55	47,328 94	38 00	47,366 94	1,888 00	8 95
Hamilton & Kingston.....	2,302 97	2,619 25	4,922 22	382,179 03	387,091 25	2,490 99	8 50
Hannibal & St. Joseph.....	925,749 78	1,916,574 70	2,842,324 48	592,179 03	3,134,503 51	10,461 18	18 25
Houck's Missouri & Arkansas.....	6,285 00	16,955 00	23,240 00	33,250 00	56,490 00	808 49	28 72
Kansas City Belt Railway.....	15,359 54	5,512 75	20,872 29	115,817 43	136,689 72	31,167 38	8 70
Kansas City, Excelsior Springs & Northern.....	98,883 53	196,080 54	294,970 07	6,545 75	301,515 82	2,109 12	10 05
Kansas City, Clinton & Springfield.....	1,199,039 68	3,956,657 61	5,155,697 29	128,409 63	5,284,106 92	1,854 00	162 63
Kansas City, Ft. Scott & Memphis.....	51,714 74	109,835 17	161,549 91	1,973 51	163,523 42	7,311 07	719 77
Kansas City & Northern Connecting.....	659,241 36	3,421,908 77	4,081,150 13	37,613 27	4,118,763 40	2,023 55	90 86
Kansas City Southern.....	783,024 53	1,375,629 56	2,158,654 09	113,686 89	2,272,340 98	4,903 12	840 03
Kansas City, St. Joseph & Council Bluffs.....	226,294 73	437,592 51	663,887 24	30,719 59	694,606 83	7,374 28	306 50
Kansas City Suburban Belt.....	53,851 66	286,257 73	339,109 39	37,624 34	376,733 73	8,604 21	436 16
Keokuk & Western.....	2,671,822 75	9,886,905 07	12,558,727 82	67,694 07	12,626,421 89	2,675 17	258 65
Mississippi River & Bonne Terre.....	10,300 20	10,149 97	20,449 17	1,202,722 17	1,223,171 34	5,092 75	47 47
Missouri, Kansas & Texas.....	3,608,415 23	33,398 18	3,641,813 41	36,189 13	3,677,992 54	1,716 74	9 00
Missouri Midland.....	153,348 64	334,368 67	487,717 31	35,820 63	523,538 00	4,231 17	3,104 25
Missouri Pacific.....	177,499 02	296,837 78	474,336 80	927 51	475,264 31	2,142 14	28 15
Missouri Southern.....	15,519 25	25,809 69	41,328 94	7,001 10	48,330 04	3,250 56	143 73
Omaha, Kansas City & Eastern.....	16,040 36	4,629 75	6,301 01	130 09	6,431 10	1,218 00	6 60
Omaha & St. Louis.....	38,348 15	111,102 51	149,450 66	7,437 66	156,888 32	1,390 90	42 30
Paragould Southeastern.....	13,957 81	56,441 08	70,398 89	4,807 91	75,206 80	1,097 70	92 40
Rockport, Langdon & Northwestern.....	268,880 59	365,032 74	633,913 33	41,382 57	675,295 90	25,274 30	2 80
Sedalia, Warsaw & Southwestern.....	59,442 86	79,540 97	138,983 83	310,683 25	449,627 11	1,773 44	103 00
Southern Missouri & Arkansas.....	40,145 06	87,869 28	128,014 34	1,986 19	130,000 53	1,646 20	66 70
Southern, Madison & St. Louis Belt Railway.....							
St. Joseph & Grand Island.....							
St. Joseph Terminal Railroad.....							
St. Louis & Hannibal Railway.....							
St. Louis, Iron Mountain & Southern.....							
St. Louis, Kennett & Southern.....							

St. Louis, Keokuk & Northwestern.....	638,999 30	1,805,599 58	5,464,565 88	107,069 81	2,631,685 69	9,887 24	266.17
St. Louis & Memphis.....	3,567 68	11,560 99	15,128 67	.....	15,128 67	1,120 00	13.50
St. Louis Merchants' Bridge Terminal Railway.....	140,861 89	352,390 58	493,252 47	258,139 33	751,391 80	54,488 17	13.79
St. Louis & San Francisco.....	2,377 342 37	5,522,614 54	7,890,956 91	83,289 15	7,983,246 06	5,094 34	1,491.95
St. Louis Southwestern.....	681,158 83	2,813,555 38	3,494,714 31	24,208 39	3,518,922 60	5,937 11	592.70
St. Louis Transfer Railway.....	.....	149,962 48	149,962 48	.....	149,962 48	23,443 89	6.35
Terminal Railroad Association, St. Louis.....	444,031 96	1,097,793 84	1,541,925 80	638,436 82	2,180,262 62	621,157 44	3.51
Wabash Railroad.....	5,593,851 21	10,857,139 08	16,440,990 29	60,908 47	16,510,898 76	7,057 45	2,358.00
Williamsville, Greenville & St. Louis.....	3,215 52	59,702 34	62,917 86	60,908 50	62,918 66	2,516 74	25.00
Totals.....	\$84,612,360 75	\$175,452,609 18	\$340,064,960 93	\$5,563,427 88	\$245,623,397 81	.....	30,126.69
Average passenger earnings per mile operated.....	.....	.....	.....	.....	.....	.....	\$1,651.36
Average freight earnings per mile operated.....	.....	.....	.....	.....	.....	.....	4,084.21
Average earnings, other items, transportation department.....	.....	.....	.....	.....	.....	.....	142.18
Total average per mile.....	.....	.....	.....	.....	.....	.....	\$6,277.77

\*Seven months. \*Includes Kansas City, Pittsburg & Gulf. #Includes all tracks.

Mileage operated exceeds mileage owned or controlled for the reason that trackage rights are included in operations.

TABLE NO. 5.

GROSS EARNINGS PASSENGER DEPARTMENTS, YEAR ENDING JUNE 30, 1900.

Name of company.	Revenue derived from passengers.....	Revenue derived from mails....	Revenue derived from express companies.....	Revenue derived from extra baggage and storage.....	Revenue derived from other items, passenger department..	Total revenue of passenger department.....	Mileage operated.....	Passenger earnings per mile operated.....
Atchison, Topeka & Santa Fe.....	\$6,138,644 18	\$305,863 75	\$949,270 44	\$97,519 71	\$44,104 07	\$8,125,462 15	4,806 00	\$1,714 55
Cape Girardeau, Bloomfield & Southern.....	4,762 57	849 00	840 52	.....	.....	6,452 50	27 10	237 50
Chester, Perryville & Ste. Genevieve.....	5,315 11	1,364 85	651 45	.....	.....	7,331 41	28 87	254 00
Chicago & Alton.....	2,206,011 27	237,708 03	187,000 00	32,709 29	9,915 37	2,764,203 96	843 54	3,276 91
Chicago, Burlington & Quincy.....	96,837 40	20,589 84	11,700 00	1,771 39	29 68	130,928 31	850 56	1,562 56
Chicago, Great Western.....	8,048,890 31	1,582,172 75	765,859 56	157,145 08	81,819 00	10,636,886 70	6,412 48	1,665 53
Chicago, Milwaukee & St. Paul.....	1,244,205 32	111,527 69	86,323 79	30,112 09	93,590 31	1,557,759 20	102 01	1,675 78
Chicago, Rock Island & Pacific.....	7,698,513 51	1,369,106 24	729,000 00	168,735 96	456,664 04	10,452,019 75	6,422 07	1,636 64
Crystal Railway.....	5,540,740 41	643,515 01	409,200 00	106,654 32	.....	6,700,109 74	3,046 07	1,842 90
Current River Railroad.....	1,206 77	167 86	.....	.....	.....	1,374 63	3 50	392 75
Eureka Springs Railroad.....	24,019 23	5,040 64	873 81	392 94	.....	30,325 62	81 95	370 09
Hamilton & Kingston.....	19,825 69	1,028 19	875 00	232 85	3,898 06	25,860 39	18 50	1,361 07
Hannibal & St. Joseph.....	1,719 65	403 32	180 00	.....	.....	2,312 97	8 55	274 87
Honick's Missouri & Arkansas Railway.....	756,102 97	83,014 95	58,800 00	16,563 40	11,238 46	925,749 78	200 00	3,065 53
Kansas City, Clinton & Springfield.....	4,800 00	1,240 00	255 00	1,472 61	.....	6,265 00	28 72	219 19
Kansas City, Excelsior Springs & Northern.....	73,704 46	15,328 46	6,318 00	.....	.....	96,883 53	162 63	698 03
Kansas City, Fort Scott & Memphis.....	13,515 40	389 88	1,457 20	15,671 91	.....	16,359 54	10 05	1,529 20
Kansas City & Northern Connecting Railroad.....	985,712 14	117,581 63	80,064 00	.....	.....	1,190,639 68	719 77	1,666 61
Kansas City Southern Railway.....	44,100 62	4,764 13	2,849 90	.....	.....	51,714 74	80 80	639 56
Kansas City, St. Joseph & Council Bluffs.....	493,088 85	90,620 26	75,332 25	12,612 79	144 05	656,241 36	840 03	784 78
Kansas City Suburban Belt Railroad.....	674,415 76	84,731 85	21,100 08	.....	.....	755,024 53	309 50	2,462 28
Kookuk & Western.....	732 58	.....	246 87	.....	.....	979 45	30 16	32 55
Mississippi River & Home Terre.....	184,686 76	29,380 79	7,915 87	4,302 31	404 80	229,294 73	260 65	871 54
Missouri, Kansas & Texas.....	46,437 07	3,510 49	3,073 42	3,351 88	.....	53,851 06	41 47	1,134 43
Missouri Midland Railway.....	2,152,708 30	320,010 06	190,044 39	.....	.....	2,671,822 75	2,222 21	1,024 61
Missouri Pacific.....	9,369 48	304 00	285 65	56 67	254 10	10,300 29	9 00	1,044 88
Missouri Southern.....	2,689,229 71	693,869 36	225,316 16	.....	.....	3,608,415 23	3,164 25	1,404 37
Omaha, Kansas City & Eastern.....	1,168 90	1,251 26	.....	.....	.....	2,420 16	29 13	84 35
Omaha, St. Louis.....	102,080 12	22,568 34	8,705 38	.....	.....	133,348 84	177 82	770 92
Paragould, Landon & Northern.....	135,929 70	33,243 35	8,322 88	.....	.....	177,499 02	143 73	1,294 95
Rockport, Soudan & Northern.....	11,960 22	980 79	2,539 24	.....	.....	15,519 25	32 04	474 55
Sedalia, Warsaw & Southwestern.....	1,796 91	324 25	180 00	.....	.....	2,301 16	5 00	410 82
Southern Missouri & Arkansas Railway.....	12,161 27	2,980 24	880 85	.....	.....	16,040 36	42 50	370 80
St. Clair, Madison & St. Louis Belt.....	30,044 43	4,340 27	3,654 46	.....	.....	38,348 15	192 40	415 02
St. Joseph & Grand Island.....	13,825 19	132 63	.....	.....	.....	13,957 81	3 80	3,573 81
St. Joseph & Hannibal.....	210,316 30	32,280 21	19,005 16	6,278 92	.....	268,880 59	312 21	4,461 28
St. Louis & Hannibal.....	44,918 81	7,108 66	4,200 00	.....	3,155 39	56,442 86	103 00	537 11

St. Louis, Iron Mountain & Southern.....	2,405,888 87	444,827 51	319,282 55	.....	.....	.....	3,189,678 83	1,773.77	1,796.25
St. Louis, Kennett & Southern.....	31,717 92	3,239 49	4,653 55	.....	.....	.....	40,145 06	66.76	600 89
St. Louis, Keokuk & Northwestern.....	634,981 48	64,786 03	42,499 92	.....	.....	.....	658,986 30	266.17	2,475 85
St. Louis & Memphis.....	2,625 00	420 39	522 29	.....	.....	.....	3,567 68	13.50	254 83
St. Louis Merchants' Bridge Terminal Railway.....	130,729 41	3,134 91	6,997 57	.....	.....	.....	140,861 89	13.79	10,214 78
St. Louis & San Francisco Railroad.....	1,835,566 79	248,620 26	253,455 64	.....	.....	.....	2,377,342 37	1,401.95	1,695 74
St. Louis Southwestern Railway.....	535,777 10	94,423 78	46,132 93	.....	.....	.....	681,158 83	592.70	1,149 25
Terminal Railroad Association of St. Louis.....	331,809 38	50,000 00	62,222 58	.....	.....	.....	444,031 96	3.51	126,504 83
Wabash Railroad.....	4,474,652 16	653,025 08	842,529 77	.....	.....	.....	5,563,851 21	2,338.00	2,386 77
Williamsville, Greenville & St. Louis.....	2,673 60	541 92	.....	.....	.....	.....	3,215 52	25.00	106 64
Total.....	\$50,092,058 16	\$8,042,795 39	\$4,982,006 98	\$890,628 86	\$834,871 36	\$64,612,360 75			

\* 7 months. † All tracks included. ‡ Includes Kansas City, Pittsburg & Gulf.

## REPORT OF THE

TABLE NO. 6.

GROSS EARNINGS, FREIGHT DEPARTMENT, YEAR ENDING JUNE 30, 1900.

Name of company.	Rev. derived from transpor- tation of freight	Rev. derived from stock yards.....	Rev. derived from elevators.	Rev. derived from other items.....	Total revenue freight depart- ment.....	Mileage oper- ated.....	Freight revenue per mile oper- ated.....
Atchison, Topeka & Santa Fe.....	\$22,307,337 97	\$35,832 86	.....	\$36,846 23	\$22,390,057 18	4,806 00	\$4,722 51
Cape Girardeau, Bloomfield & Southern.....	21,966 24	.....	.....	.....	21,966 24	57 16	384 70
Chester, Perryville & Ste. Genevieve.....	20,709 00	.....	.....	.....	20,709 00	58 87	351 70
Chicago & Alton.....	5,002,018 84	.....	.....	.....	5,002,018 84	843 54	5,929 79
Chicago, Burlington & Kansas City.....	284,260 94	.....	.....	.....	284,260 94	220 93	1,331 80
Chicago, Burlington & Quincy.....	28,427,566 42	34,005 75	.....	.....	28,461,572 17	6,412 48	4,183 38
Chicago Great Western.....	5,128,658 75	.....	.....	.....	5,128,658 75	932 01	5,517 60
Chicago, Milwaukee & St. Paul.....	31,220,217 57	38,009 55	\$28,733 34	.....	31,287,560 18	6,422 07	4,809 19
Chicago, Rock Island & Pacific.....	16,348,280 92	.....	.....	.....	16,348,280 92	3,046 07	4,406 44
Crystal Railway.....	3,009 56	.....	.....	.....	3,009 56	3 50	859 87
Current River Railroad.....	116,556 57	.....	.....	.....	116,556 57	81 95	1,422 29
Eureka Springs Railroad.....	17,115 97	.....	.....	.....	17,115 97	18 50	1,129 92
Hamilton & Kingston.....	2,619 25	.....	.....	4,352 58	21,408 35	8 25	378 00
Hannibal & St. Joseph.....	1,916,574 70	.....	.....	.....	1,916,574 70	299 00	6,408 61
Houck's Missouri & Arkansas.....	16,955 00	.....	.....	.....	16,955 00	28 72	589 09
Kansas City Belt Railway.....	155,512 75	.....	.....	.....	155,512 75	8 70	17,873 02
Kansas City, Clinton & Springfield.....	190,086 54	.....	.....	.....	190,086 54	162 03	1,205 72
Kansas City, Excelsior Springs & Northern.....	5,512 55	.....	.....	.....	5,512 55	10 05	544 50
Kansas City, Fort Scott & Memphis.....	3,936,657 61	.....	.....	.....	3,936,657 61	719 77	5,471 70
Kansas City & Northern Connecting Railroad.....	109,835 17	.....	.....	.....	109,835 17	80 80	1,358 23
Kansas City Southern Railway.....	3,421,908 77	.....	.....	.....	3,421,908 77	840 03	4,073 55
Kansas City, St. Joseph & Council Bluffs.....	1,575,629 56	.....	.....	.....	1,575,629 56	349 50	4,444 08
Kansas City Suburban Belt.....	320,553 63	.....	.....	.....	320,553 63	69 16	4,618 42
Keokuk & Western.....	437,592 51	.....	.....	.....	437,592 51	231 05	1,895 32
Mississippi River & Bonne Terre.....	384,588 73	.....	.....	.....	384,588 73	47 47	8,347 54
Missouri, Kansas & Texas.....	9,886,985 07	.....	.....	1,669 00	9,886,985 07	2,222 21	4,457 63
Missouri Midland Railway.....	4,149 97	.....	.....	.....	4,149 97	9 00	461 11
Missouri Pacific.....	10,127,828 54	.....	.....	.....	10,127,828 54	3,164 25	3,200 70
Missouri Southern.....	33,308 18	.....	.....	.....	33,308 18	20 15	1,144 70
Omaha, Kansas City & Eastern.....	334,368 67	.....	.....	.....	334,368 67	171 00	1,955 87
Omaha & St. Louis.....	298,837 78	.....	.....	.....	298,837 78	143 73	2,079 16
Paragould Southeastern.....	25,809 69	.....	.....	.....	25,809 69	22 04	1,132 16
Rockport, Langdon & Northwestern.....	4,629 75	.....	.....	.....	4,629 75	5 30	826 74
Sedalia, Warsaw & Southwestern.....	35,501 87	.....	.....	.....	35,501 87	43 30	811 65
Southern Missouri & Arkansas.....	111,102 51	.....	.....	.....	111,102 51	92 40	1,202 60
St. Clair, Madison & St. Louis Belt Railway.....	56,441 08	.....	.....	.....	56,441 08	2 89	20,157 00
St. Joseph & Grand Island.....	1,094,431 69	.....	.....	.....	1,094,431 69	312 21	8,505 43

St. Joseph Terminal Railroad.....	365,052 74	.....	.....	.....	365,052 74	1.02	357,884 50
St. Louis & Hannibal.....	79,549 97	.....	.....	.....	79,549 97	103.00	79,549 97
St. Louis, Iron Mountain & Southern.....	10,877,949 23	.....	.....	.....	10,877,949 23	1,773.77	6,132 87
St. Louis, Kennett & Southern.....	67,869 28	.....	.....	.....	67,869 28	66.76	1,016 60
St. Louis, Keokuk & Northwestern.....	1,805,599 58	.....	.....	.....	1,805,599 58	286.17	6,783 63
St. Louis & Memphis.....	11,560 99	.....	.....	.....	11,560 99	13.50	849 00
St. Louis Merchants' Bridge Terminal Railway.....	352,390 58	.....	.....	.....	352,390 58	13.79	25,554 06
St. Louis & San Francisco.....	5,522,614 54	1,616 02	.....	.....	5,522,614 54	1,401.95	3,639 24
St. Louis Southwestern.....	2,813,555 38	.....	.....	.....	2,813,555 38	592.70	4,747 01
St. Louis Transfer Railway.....	149,962 48	.....	.....	.....	149,962 48	6.35	23,443 89
Terminal Railroad Association of St. Louis.....	1,097,793 84	.....	.....	.....	1,097,793 84	3.51	312,761 79
Wabash Railroad.....	10,616,340 19	.....	.....	.....	10,616,340 19	2,358.00	4,640 79
Williamsville, Greenville & St. Louis.....	59,702 34	.....	.....	240,798 89	59,702 34	25.00	2,368 09
Totals.....	\$175,029,524 84	\$110,684 30	\$28,733 34	\$283,668 70	\$175,452,609 18		

\*Including Kansas City, Pittsburg & Gulf. \*Includes all tracks operated.



## REPORT OF THE

TABLE 7.

EXPENSES OF OPERATIONS, YEAR ENDING JUNE 30, 1900.

Name of company.	Maintenance of way and structure.....	Maintenance of equipment.....	Conducting transportation.....	General expenses...	Total expenses of operation.....	Expenses of operation per mile of road.....	Percentage of Expenses to earnings	Mileage operated....
Atchison, Topeka & Santa Fe.....	\$4,060,566 34	\$3,509,899 37	\$8,461,099 00	\$1,860,876 11	\$17,912,540 82	\$3,779 72	57.86	4,806.00
Cape Girardeau, Bloomfield & Southern.....	6,821 14	906 14	8,315 03	1,119 80	17,234 11	17.23	59.25	27.16
Chester, Perryville & Ste. Genevieve.....	9,249 38	827 09	10,339 05	1,584 09	22,319 61	22.32	73.00	30.87
Chicago & Alton.....	881,575 35	613,405 34	2,840,484 41	210,561 73	4,546,026 83	5,869 22	38.27	543.54
Chicago, Burlington & Kansas City.....	104,174 25	57,282 25	11,116,829 86	24,076 94	362,963 30	1,371 19	70.30	230.95
Chicago, Great Western.....	6,329,581 05	4,410,331 25	11,593,619 01	940,450 27	23,473,961 58	3,719 85	61.84	6,412.48
Chicago, Milwaukee & St. Paul.....	8,825,729 57	630,816 44	12,499,963 73	916,768 36	4,973,237 90	5,242 87	72.66	8,822.01
Chicago, Rock Island & Pacific.....	9,053,380 57	4,523,971 73	12,002,928 48	1,362,548 37	27,102,829 17	4,253 31	64.85	6,422.67
Crystal Railway.....	4,042,966 14	2,531,485 97	7,804,435 58	585,808 85	14,664,706 64	4,115 90	64.47	3,646.67
Current River Railroad.....	908 06	330 83	4,218 65	.....	5,457 54	1,559 30	93.82	3.50
Eureka Springs Railway (7 months).....	21,357 75	20,125 15	40,434 48	1,901 57	84,018 95	1,025 27	54.30	81.95
Hamilton & Kingston.....	4,776 22	2,022 85	9,848 69	6,832 75	23,500 51	2,491 00	49.82	18.50
Hannibal & St. Joseph.....	2,190 44	463,536 02	3,364 65	1,094 59	6,870 76	535 66	136.57	8.26
Houck's Missouri & Arkansas.....	598,756 09	1,413 95	6,358 00	146,406 55	7,773 71	408 88	50.50	299.06
Kansas City Belt Railway.....	2,969 45	14,361 49	60,617 43	17,727 38	116,025 40	13,826 25	42.76	28.72
Kansas City, Clinton & Springfield.....	23,289 10	1,331 13	97,224 78	6,899 33	213,189 65	1,310 98	70.71	162.63
Kansas City, Excelsior Springs & Northern.....	75,734 41	33,331 13	7,103 77	3,247 94	11,385 66	1,133 89	53.00	10.05
Kansas City, Fort Scott & Memphis.....	970 36	73 69	1,721,229 48	232,515 39	3,422,185 36	4,756 77	65.03	719.77
Kansas City & Northern Connecting.....	807,751 04	660,889 45	1,85,197 19	31,652 05	173,490 49	2,145 55	105.09	50.86
Kansas City Southern.....	45,338 21	11,322 04	1,448,847 81	431,963 38	3,226,014 43	3,959 40	89.80	306.03
Kansas City, St. Joseph & Council Bluffs.....	843,454 74	601,748 50	1,741,303 14	183,573 03	4,754 71	64.48	61.88	306.50
Kansas City, Suburban Belt.....	316,977 42	229,730 44	1,52,758 56	25,267 63	316,638 65	5,342 52	61.77	59.16
Keokuk & Western.....	67,189 15	46,912 09	206,281 49	25,267 63	428,638 65	1,650 83	61.71	259.65
Mississippi River & Bonne Terre.....	150,177 74	136,588 43	1,227,708 81	24,619 10	400,379 72	8,434 37	82.04	47.47
Missouri, Kansas & Texas.....	1,452,452 48	1,068,199 08	5,256,907 76	666,571 10	8,474,130 42	3,820 62	67.11	2,232.11
Missouri Midland.....	2,000 00	453 41	5,910 64	2,654 85	11,018 90	3,477 14	77.00	9.00
Missouri Southern.....	2,449,036 28	1,965,309 58	6,279,911 57	288,281 23	11,062,538 66	3,477 14	73.65	3,164.25
Omaha, Kansas City & Eastern.....	112,301 52	42,487 56	190,039 55	1,710 72	45,018 18	1,441 45	117.30	59.15
Omaha & St. Louis.....	117,402 27	8,596 82	190,039 55	23,990 93	371,819 36	2,186 06	73.79	171.00
Paragonid Southeastern.....	105,331 79	69,644 14	232,722 18	56,350 74	464,058 36	3,238 68	97.23	143.73
Rockport, Langdon & Northern.....	9,191 70	1,023 76	11,865 81	4,122 79	26,234 06	1,840 61	63.40	22.04
Sedalia, Warsaw & Southwestern.....	1,915 55	1,047 74	3,609 06	75 00	6,551 26	1,116 25	5.60	5.60
Southern Missouri & Arkansas.....	22,439 23	9,275 24	7,832 10	4,061 45	43,628 07	1,040 69	84.64	43.30
	35,936 97	19,562 86	43,828 10	11,702 99	111,050 74	1,301 86	70.73	92.40

St. Clair, Madison & St. Louis Belt.....	209,369 78	125,732 21	415,307 64	37,372 14	37,372 14	13,329 00	52 80	2 80
St. Joseph & Grand Island.....	97,403 45	109,005 11	81,561 65	243,332 31	963,821 92	3,183 18	70 75	312 21
St. Joseph Terminal Railroad.....	39,934 22	18,475 43	45,338 91	50,888 95	335,880 16	365,182 28	92 80	8 35
St. Louis & Hannibal.....	1,703,939 51	1,410,509 71	5,341,460 39	9,432 20	113,180 76	1,203 89	81 42	103 00
St. Louis, Iron Mountain & Southern.....	17,855 96	7,205 44	38,318 20	323,643 58	8,779,553 19	4,949 66	61 06	1,773 77
St. Louis, Kennett & Southern.....	306,776 27	248,074 43	746,073 66	5,011 77	68,391 37	1,024 44	296 17	66 76
St. Louis, Keokuk & Northwestern.....	4,320 00	235 00	3,988 88	174,252 76	1,475,777 12	5,544 49	56 17	296 17
St. Louis & Memphis.....	64,596 11	39,193 03	232,500 15	2,640 90	11,194 78	829 23	73 30	13 50
St. Louis Merchants' Bridge Terminal Railway.....	869,841 67	707,730 90	2,451,186 81	49,874 88	386,164 17	28,003 20	51 39	13 79
St. Louis & San Francisco.....	392,056 82	311,068 95	1,178,518 21	596,350 28	4,715,109 66	3,363 25	59 06	1,401 95
St. Louis Southwestern.....	9,128 46	15,143 59	65,750 32	192,864 20	2,074,628 18	3,500 30	58 96	592 70
St. Louis Transfer Railway.....	97,275 15	75,901 67	428,114 26	11,949 79	101,972 16	16,050 07	68 00	6 35
Terminal Railroad Association of St. Louis.....	2,121,671 15	2,648,026 89	6,346,249 27	135,962 97	737,254 05	210,043 89	33 82	3 51
Wabash Railroad.....	14,742 47	10,733 77	18,501 12	1,015,431 41	12,131,378 72	5,185 46	73 79	2,368 00
Williamsville, Greenville & St. Louis.....				1,903 11	45,940 47	1,837 61	73 02	25 00
Totals.....	\$38,721,246 83	\$27,901,958 07	\$30,627,672 03	\$11,223,858 15	\$158,174,735 08	.....	.....	39,136 69
Average maintenance of way and structures per mile.....								\$389 66
Average maintenance of equipment per mile.....								705 47
Average conducting transportation.....								2,080 69
Average general expenses.....								286 86
Total.....								\$4,042 68
Average gross earnings per mile of road operated.....								\$6,277 77
Average expenses of operation per mile of road operated.....								4,042 68
Average net earnings per mile.....								\$2,235 09
Expenses of operations average 64.39 per cent. of earnings.								
*All tracks.								

TABLE NO. 8.  
PASSENGER TRAFFIC DETAILS.

Name of company.	Number of passengers carried and earning revenue..	Number of passengers carried one mile.....	Average distance traveled by each passenger—miles..	Average amount paid by each passenger.....	Average rate per passenger per mile—cents.....	Mileage of passenger trains.....	Average earnings per passenger train—mile.....	Passenger earnings per mile of road operated.....	Total revenue derived from passengers.....
Atchison, Topeka & Santa Fe.....	3,374,706	277,829,957	84.84	\$1.871	2.24	6,302,849	\$1.038	\$1,714.55	\$5,128,644.18
Chicago & Alton.....	2,210,489	130,360,469	54.45	1.038	1.908	750,033	1.1509	3,276.91	27,296,011.27
Chicago, Burlington & Kansas City.....	180,738	3,300,141	18.76	.535	2.85	140,055	.5224	502.90	10,837.40
Chicago, Burlington & Quincy.....	9,147,189	370,108,093	55.20	1.292	2.175	9,636,518	1.0237	1,085.53	8,048,890.31
Chicago, Great Western.....	1,363,785	61,255,069	44.91	.912	2.03	2,076,461	.7502	1,075.78	1,214,295.32
Chicago, Milwaukee & St. Paul.....	8,671,822	328,178,516	37.82	.887	2.346	9,081,841	1.017	1,636.64	7,008,513.51
Chicago, Rock Island & Pacific.....	6,690,631	298,452,327	40.13	.828	2.064	6,263,292	.9839	1,842.80	5,540,740.41
Crystal Railway.....	9,654	28,962	3.00	.125	4.167	9,128	1.506	382.75	1,206.77
Current River Railroad.....	29,390	785,916	26.77	.818	3.056	51,048	.5041	370.06	24,019.23
Eureka Springs Railway.....	22,508	388,882	17.28	.881	5.008	15,365	1.2903	1,361.07	19,825.69
Hamilton & Kingston.....	4,913	30,532	8.25	.35	4.25	874,022	1.039	3,065.33	1,719.62
Hannibal & St. Joseph.....	643,474	33,669,411	52.32	1.175	2.246	161,750	.6113	698.03	736,102.97
Kansas City, Clinton & Springfield.....	109,017	3,194,475	29.30	.665	3.103	1,141,810	.8761	1,351.54	13,515.40
Kansas City, Excelsior Springs & Northern.....	53,710	435,860	10.00	.3103	2.247	88,457	.4146	636.56	985,712.14
Kansas City, Ft. Scott & Memphis.....	1,004,668	43,896,837	43.66	.981	2.344	834,001	.7571	784.78	403,088.85
Kansas City & Northern Connecting.....	63,977	18,890,670	29.30	.689	2.428	774,677	1.0236	2,562.28	674,415.76
Kansas City Southern.....	479,993	30,402,416	40.73	.988	2.354	1,141,810	.8761	1,351.54	13,515.40
Kansas City, St. Joseph & Council Bluffs.....	642,575	28,648,502	44.48	1.049	2.354	1,141,810	.8761	1,351.54	13,515.40
Kansas City Suburban Belt.....	5,392	21,887	4.06	.136	3.347	45,291	.0216	10.35	722.58
Keokuk & Western.....	298,573	7,405,104	27.57	.687	2.404	311,743	.7259	871.53	184,690.76
Mississippi River & Bonne Terre.....	110,231	1,293,742	11.46	.421	3.691	105,088	.5124	1,134.43	46,437.07
Missouri, Kansas & Texas.....	1,009,812	94,730,315	58.84	1.337	2.272	3,362,738	.7045	1,024.61	2,182,708.30
Missouri Midland.....	18,420	165,780	9.00	.505	5.50	18,900	.49	1,044.38	9,369.48
Missouri Pacific.....	2,856,980	131,819,846	46.14	.941	2.04	3,674,678	.8290	1,140.37	2,090,229.71
Missouri Southern.....	1,948	38,960	20.00	.600	3.00	41,874	.5857	24.13	1,108.90
Omaha, Kansas City & Eastern.....	162,312	3,688,090	22.72	.620	2.708	143,123	.5561	770.82	102,080.12
Omaha & St. Louis.....	164,154	5,008,779	30.88	.828	2.682	217,652	.8155	1,234.95	135,920.79
Paragould Southeastern.....	32,460	322,401	12.00	.3727	3.10	29,980	.5717	674.75	11,990.23
Southern Missouri & Arkansas.....	52,876	720,943	18.46	.508	3.00	95,727	.4006	415.02	30,044.33
St. Joseph & Hannibal.....	294,846	8,754,913	33.05	.704	2.462	465,315	.5778	891.22	210,310.30
St. Louis & Hannibal.....	67,280	180,260	2.61	.608	2.462	2,762.421	.5571	1,738.25	44,918.81
St. Louis, Iron Mountain & Southern.....	1,784,865	101,401,590	56.81	1.348	2.373	2,762.421	.5571	1,738.25	2,405,888.87
St. Louis, Keokuk & Northwestern.....	655,142	25,579,625	39.04	.816	2.091	690,501	.8935	2,475.85	534,931.48
St. Louis & Memphis.....	6,071	70,902	11.66	.432	3.703	690,501	.8935	2,475.85	2,625.00
St. Louis Merchants' Bridge Terminal Railway.....	1,703,065	8,736,733	5.13	.077	1.50	10,314.78	10.314.78	10,314.78	130,729.41

St. Louis & San Francisco.....	2,301,365	88,228,807	38.34	.797	2.08	2,321,060	.9683	1,695.74	1,835,568.79
St. Louis Southwestern.....	1,541,067	22,265,625	41.19	.990	2.404	678,665	.0530	1,149.25	535,777.10
Terminal Railroad Association of St. Louis.....	1,385,220	4,848,301	3.50	.2385	6.843	.....	.....	126,504.83	331,809.38
Wabash Railroad.....	4,277,725	253,848,065	54.87	1.048	1.913	6,644,720	.8403	2,368.77	4,474,632.16
Williamsville, Greenville & St. Louis.....	5,347	64,164	12.50	.50	4.00	.....	.....	108.94	2,673.60
	52,884,545	2,319,108,471	*43.87	*.94541	*2.155				

\* Averages.

TABLE

## FREIGHT TRAFFIC DETAILS.

Name of company.	Number of tons of freight hauled and earning revenue...	Tons hauled one mile.....	Average distance hauled per ton-miles.....	Average amount received per ton.....	Average rate per ton per mile—cents
Atchison, Topeka & Santa Fe.....	7,949,357	2,398,466,130	301.72	\$2.806	0.930
Chicago & Alton.....	3,567,177	629,994,662	176.16	1.398	0.794
Chicago, Burlington & Kansas City.....	317,783	28,920,714	91.01	.926	1.017
Chicago, Burlington & Quincy.....	15,393,217	3,012,412,929	198.12	1.870	0.877
Chicago Great Western.....	2,340,965	706,924,174	301.68	2.17	0.72
Chicago, Milwaukee & St. Paul.....	17,757,419	3,357,456,584	189.07	1.758	0.93
Chicago, Rock Island & Pacific.....	7,668,014	1,656,438,420	216.20	2.132	0.987
Crystal Railway.....	6,712	20,136	3.00	.448	14.95
Current River Railroad.....	157,613	8,613,162	54.65	.739	1.365
Eureka Springs Railway.....	10,276	195,244	18.50	1.665	8.26
Hannibal & St. Joseph.....	1,919,957	327,587,611	170.62	.998	0.585
Kansas City, Clinton & Springfield.....	224,488	20,587,031	91.50	.873	0.955
Kansas City, Excelsior Springs & Northern	8,139	68,833	10.00	.677	6.77
Kansas City, Fort Scott & Memphis.....	3,782,168	556,691,405	147.19	1.041	0.707
Kansas City & Northern Connecting.....	149,579	9,765,453	65.28	.734	1.124
*Kansas City Southern.....	1,834,106	558,332,601	300.51	1.852	0.616
Kansas City, St. Joseph & Council Bluffs..	1,692,354	140,130,973	82.80	.812	0.982
Keokuk & Western.....	292,935	31,806,337	108.58	1.493	1.1376
Mississippi River & Bonne Terre.....	892,570	25,047,036	28.06	.442	1.575
Missouri, Kansas & Texas.....	3,936,957	1,176,879,464	298.93	2.513	0.84
Missouri Midland.....	16,500	149,500	9.00	2.42	3.00
Missouri Pacific.....	6,564,877	1,176,193,186	179.16	1.542	0.861
Missouri Southern.....	39,177	1,096,956	28.0	.851	3.419
Omaha, Kansas City & Eastern.....	323,846	28,554,232	88.11	1.032	1.171
Omaha & St. Louis.....	382,434	41,356,060	108.14	.781	0.723
Paragould Southeastern.....	63,552	927,972	13.92	.406	2.70
Southern Missouri & Arkansas.....	113,885	7,174,755	63.00	.975	1.548
St. Joseph & Grand Island.....	681,634	86,315,866	126.63	1.605	1.268
St. Louis & Hannibal.....	72,193	2,985,922	41.36	1.102	2.66
St. Louis, Iron Mountain & Southern.....	5,831,300	1,394,368,782	239.12	1.865	0.78
St. Louis, Keokuk & Northwestern.....	2,021,433	250,858,787	124.01	.893	0.72
St. Louis Merchants' Bridge Terminal R'y	1,517,136	18,205,632	12.00	.225	1.88
St. Louis & San Francisco.....	2,865,181	521,615,596	182.05	1.927	1.058
St. Louis Southwestern.....	1,566,108	305,199,137	194.88	1.796	0.992
Terminal Railroad Association of St. Louis	4,025,144	14,088,004	3.50	.273	7.80
Wabash Railroad.....	8,802,200	1,902,881,278	235.50	1.314	0.558
Williamsville, Greenville & St. Louis.....	125,796	3,144,900	25.00	.47	1.8
	104,914,182	20,401,456,064	*194.488	*\$1.656	*0.85108

\*Averages. †Not included in averages; road handles logs exclusively.  
Loaded cars comprised 70.61 per cent. of trains.



## REPORT OF THE

TABLE NO. 10.

EARNINGS AND EXPENSES OF OPERATIONS OF RAILROADS IN MISSOURI, YEAR ENDING JUNE 30, 1900, AS REPORTED AND ESTIMATED.

Name of Company.	Earnings in pas- senger depart'm't.	Earnings in freight department.....	Other earn'gs from operation.....	Total earn'gs from operation.....
Atchison, Topeka & Santa Fe, as reported.....	\$529,023 42	\$1,394,753 57	\$35,786 57	\$1,969,563 56
Cape Girardeau, Bloomfield & Southern, as reported.....	6,452 50	21,986 24	720 00	29,158 74
Chester, Perryville & Ste. Genevieve, as reported.....	7,361 41	20,709 40	5 00	28,075 81
Chicago & Alton, as reported.....	863,240 64	1,562,130 37	10,972 70	2,436,343 91
Chicago Great Western, as reported.....	127,196 11	578,485 96	2,300 30	708,082 37
Chicago, Milwaukee & St. Paul, as reported.....	147,405 42	566,123 14	1,344 16	714,876 72
Chicago, Rock Island & Pacific, as reported.....	336,762 18	784,511 56	11,047 86	1,098,381 60
Crystal Railway, as reported.....	1,374 63	3,009 56	1,432 50	5,816 69
Current River R. R., as reported.....	30,326 62	116,556 27	7,838 60	154,721 49
Hamilton & Kingston, as reported.....	2,302 97	2,619 25	36 00	4,958 22
Hannibal & St. Joseph, as reported.....	925,749 79	1,916,574 70	292,179 03	3,134,503 51
Houck's Missouri & Arkansas, as reported.....	4,800 00	16,935 00	1,445 00	23,280 00
Kansas City Belt Railway (transfers and switching), as reported.....	15,359 54	115,262 07	156,064 11	271,320 14
Kansas City, Excelsior Springs & Northern, as reported.....	51,714 71	6,512 55	324 59	58,551 85
Kansas City, Excelsior Springs & Northern, as reported.....	72,414 31	109,835 17	1,973 51	183,223 42
Keokuk & Western, as reported.....	53,851 68	140,029 60	9,830 26	203,711 54
Mississippi River & Bonne Terre, as reported.....	9,399 48	308,257 73	37,924 34	445,581 55
Missouri Midland, as reported.....	1,283 55	4,149 97	1,000 72	5,434 24
Missouri Southern, as reported.....	133,348 84	33,368 14	1,168 90	167,885 88
Omaha, Kansas City & Eastern, as reported.....	98,204 46	324,366 67	36,189 18	508,760 31
Omaha & St. Louis, as reported.....	6,691 91	161,970 07	509 79	168,171 77
Paragon Railroad, as reported.....	2,301 16	6,571 94	130 09	8,003 19
Rockport, Landon & Northern, as reported.....	12,040 26	35,567 87	7,457 69	55,065 82
Sedalia, Warsaw & Southwestern, as reported.....	38,248 15	116,021 51	1,839 00	156,108 66
Southern Missouri & Arkansas, as reported.....	24,516 49	168,081 27	1,839 00	194,436 76
St. Joseph & Grand Island, as reported.....	50,442 86	366,052 74	1,839 00	418,324 60
St. Joseph & Hannibal, as reported.....	40,145 06	79,549 97	1,839 00	121,534 03
St. Louis & Hannibal, as reported.....	40,145 06	79,549 97	1,839 00	121,534 03
St. Louis, Kennett & Southern, as reported.....	4,752 13	12,272 75	1,839 00	18,863 88
St. Louis, Caruthersville & Memphis, as reported.....	4,752 13	12,272 75	1,839 00	18,863 88
St. Louis & Memphis, as reported.....	4,752 13	12,272 75	1,839 00	18,863 88
St. Louis Merchants' Bridge Terminal Railway (transfers and switching), as reported.....	70,430 93	176,165 29	180,147 97	426,744 19
St. Louis Transfer Railway (transfers and switching), as reported.....	70,430 93	176,165 29	180,147 97	426,744 19
Terminal Railroad Association of St. Louis (transfers and switching), as reported.....	322,015 09	548,896 92	442,620 30	1,313,532 31

Wabash R. R., as reported.....	1,395,992 80	2,714,284 77	4,110,247 57
Williamsville, Greenville & St. Louis, as reported.....	3,215 52	59,702 34	62,917 86
<b>Totals.....</b>	<b>\$5,301,893 44</b>	<b>\$12,756,324 00</b>	<b>\$10,312,365 73</b>
Chicago, Burlington & Kansas City, estimated on mileage.....	\$81,519 58	\$138,289 55	\$202,770 28
Chicago, Burlington & Quincy, estimated on mileage.....	328,525 86	842,188 42	1,185,201 20
Eureka Springs Railway, estimated on mileage.....	10,888 56	9,039 36	19,927 92
Kansas City, Clinton & Springfield, estimated on mileage.....	91,818 61	182,075 77	279,995 73
Kansas City, Fort Scott & Memphis, estimated on mileage.....	509,616 00	1,963,154 77	2,226,496 31
Kansas City Southern, estimated on mileage.....	145,621 49	756,652 24	909,731 91
Kansas City, St. Joseph & Council Bluffs, estimated on mileage.....	577,230 54	1,001,297 51	1,861,280 15
Kansas City Suburban Belt (transfers and switching), estimated on mileage.....	2,620 19	261,222 02	418,177 57
Missouri, Kansas & Texas, estimated on mileage.....	531,106 59	2,310,612 51	2,857,539 14
Missouri Pacific, estimated on mileage.....	944,431 62	2,630,755 72	3,449,978 63
St. Clair, Madison & St. Louis Belt Railway, estimated on mileage.....	10,982 40	44,346 50	55,570 98
St. Louis, Iron Mountain & Southern, estimated on mileage.....	750,221 91	2,558,488 59	3,381,777 15
St. Louis, Keokuk & Northwestern, estimated on mileage.....	461,646 99	1,258,845 64	1,837,545 76
St. Louis & San Francisco, estimated on mileage.....	965,656 10	2,243,239 61	3,392,618 56
St. Louis Southwestern, estimated on mileage.....	164,687 52	690,246 53	850,786 85
<b>Totals estimated on mileage.....</b>	<b>\$5,556,573 96</b>	<b>\$16,580,444 74</b>	<b>\$23,049,367 82</b>
<b>Totals as reported and estimated.....</b>	<b>\$10,858,377 40</b>	<b>\$29,336,768 74</b>	<b>\$42,361,733 55</b>



## REPORT OF THE

## EARNINGS AND EXPENSES OF OPERATION OF RAILROADS IN MISSOURI FOR THE YEAR ENDING JUNE 30, 1900, AS REPORTED AND ESTIMATED—Continued.

Name of company.	Expenses of operation.....	Net earnings.....	Deficits.....	Earnings per mile of road operated.	Expenses per mile of road operated.	Net earnings per mile.....	Deficit per mile....
Atchison, Topeka & Santa Fe, as reported.....	\$1,173,572 37	\$790,991 19		\$6,591 13	\$3,930 35	\$2,651 78	
Cape Girardeau, Bloomfield & Southern, as reported.....	17,294 11	11,874 63		1,072 40	635 40	437 00	
Chester, Ferryville & Ste. Genevieve, as reported.....	22,319 40	5,753 21		9,072 51	773 10	159 41	
Chicago & Alton, as reported.....	1,419,725 57	1,016,618 44		9,248 55	5,369 22	3,859 13	
Chicago Great Western, as reported.....	594,877 57	183,104 80	\$42,806 21	7,130 06	3,370 48	1,859 20	
Chicago, Milwaukee & St. Paul, as reported.....	737,842 93		8,536 10	4,045 56	4,254 08		
Chicago, Rock Island & Pacific, as reported.....	1,094,697 70			5,783 39	3,512 42		
Crystal Railway, as reported.....	5,437 54	339 15		1,001 91	1,589 30	102 61	
Current River Railroad, as reported.....	84,030 93	70,700 54		1,888 00	1,023 57	862 73	
Hamilton & Kingston, as reported.....	6,870 75		1,912 53	1,600 10	832 72		222 70
Hannibal & St. Joseph, as reported.....	2,324,806 55	809,697 76		10,481 18	7,773 11	2,707 47	
Houck's Missouri & Arkansas, as reported.....	11,728 20	11,491 80		808 50	408 30	400 20	
Kansas City Belt Railway (transfers and switching), as reported.....	116,025 40	153,304 78		31,187 38	13,336 25	17,851 13	
Kansas City, Excelsior Springs & Northern, as reported.....	11,365 06	9,801 02		22,119 06	1,139 56	980 10	122 00
Kansas City Northern Connecting, as reported.....	173,490 49		9,967 07	22,045 42	1,031 74	1,013 68	
Keokuk & Western, as reported.....	137,164 37	85,109 80		10,250 89	8,434 37	1,846 52	
Mississippi River & Boone Terre, as reported.....	490,379 72	87,654 01		1,716 74	584 34	1,132 40	312 61
Missouri Midland, as reported.....	11,018 90	3,431 57		1,228 44	1,441 45		
Missouri Southern, as reported.....	42,018 18	132,067 13	6,107 55	2,942 14	2,186 08	756 06	
Omaha, Kansas City & Eastern, as reported.....	371,819 56	7,104 43		3,350 53	3,278 31	82 24	
Omaha & St. Louis, as reported.....	251,519 89	5,393 57		1,797 69	1,140 61	667 08	
Paragould Southeastern, as reported.....	9,670 28	969 75		1,520 50	1,116 30	403 90	
Rockport, Langdon & Northern, as reported.....	6,251 25	7,914 16		1,227 20	1,034 70	198 50	
St. Louis, Warsaw & Southwestern, as reported.....	43,628 07			1,697 70	1,501 80	195 90	
Southern Missouri & Arkansas, as reported.....	111,050 74	45,857 38	55,205 42	8,167 30	4,067 72		900 42
St. Joseph & Grand Island, as reported.....	249,362 28			43,718 30	40,585 00	3,133 30	
St. Joseph Terminal Railroad, as reported.....	338,889 16	26,163 58		1,348 50	1,203 80	144 01	
St. Joseph Terminal Railroad, as reported.....	113,180 70	25,812 07		1,640 00	1,025 90	614 10	
St. Louis & Hannibal, as reported.....	68,391 37	41,609 16		3,053 90	4,007 60		543 80
St. Louis, Kennett & Southern, as reported.....	6,809 05	10,214 93		1,128 00		296 70	
St. Louis, Caruthersville & Memphis, as reported.....	11,184 78	3,953 89		51,048 75	23,065 80	27,982 50	
St. Louis & Memphis, as reported.....	103,062 08	223,062 11		23,616 07	7,557 30	16,058 57	
St. Louis Mer. Bridge Terminal Ry. (transfers and switching), as reported.....	183,062 78	47,990 32		811,719 50	184,313 50	427,406 00	
St. Louis Transfer Railway (transfers and switching), as reported.....	101,972 16						
Terminal R. R. Ass'n of St. Louis (transfers and switching), as reported.....	*368,627 02	854,812 09					

Wabash Railroad, as reported .....	3,032,844 68	1,077,402 89	7,027 57	5,185 46	1,842 11
Williamsville, Greenville & St. Louis, as reported .....	45,940 47	16,978 39	2,516 74	1,837 61	679 13
Totals, as reported .....	\$13,659,040 16	\$5,777,910 45			
Chicago, Burlington & Kansas City, estimated on mileage .....	\$142,356 94	\$60,413 32	\$1,933 10	\$1,371 19	\$361 91
Chicago, Burlington & Quincy, estimated on mileage .....	747,064 67	446,106 53	6,015 73	3,719 85	2,295 88
Eureka Springs Railway, estimated on mileage .....	10,648 24	9,281 08	2,491 00	1,330 78	1,190 22
Kansas City, Clinton & Springfield, estimated on mileage .....	197,957 50	82,008 23	1,854 00	1,310 89	543 11
Kansas City, Fort Scott & Memphis, estimated on mileage .....	1,454,494 55	772,001 76	7,314 07	4,759 07	2,557 40
Kansas City Southern, estimated on mileage .....	787,588 88	142,143 03	4,902 89	4,136 83	2,706 03
Kansas City, St. Joseph & Council Bluffs, estimated on mileage .....	1,071,410 68	589,869 47	7,574 28	4,754 71	2,619 57
Kansas City Suburban Belt (transfers and switching), estimated on mileage .....	257,562 89	160,614 08	8,634 21	5,342 52	3,291 69
Missouri, Kansas & Texas, estimated on mileage .....	1,989,318 38	868,220 76	5,692 75	3,820 62	1,872 13
Missouri Pacific, estimated on mileage .....	2,890,697 90	999,290 73	4,721 17	3,477 14	1,244 03
St. Clair, Madison & St. Louis Belt Railway, estimated on mileage .....	29,363 84	26,206 84	2,525 24	1,334 72	1,190 52
St. Louis, Iron Mountain & Southern, estimated on mileage .....	2,094,923 62	1,316,853 53	8,106 06	4,949 66	3,156 40
St. Louis, Keokuk & Northwestern, estimated on mileage .....	1,033,825 60	803,720 16	9,887 24	5,544 49	4,342 75
St. Louis & San Francisco, estimated on mileage .....	1,913,336 34	1,349,282 22	5,694 84	3,302 25	2,331 09
St. Louis Southwestern, estimated on mileage .....	501,592 09	349,193 86	5,937 11	3,500 30	2,436 81
Totals, estimated on mileage .....	\$15,072,171 02	\$7,977,186 80			
Totals, as reported and estimated .....	\$38,731,211 18	\$13,755,107 25			

Operating expenses, 87 82-100 per cent. of earnings. \*St. Louis bridge.

## REPORT OF THE

TABLE NO. 11.

CONSOLIDATED INCOME ACCOUNT, AS REPORTED JUNE 30, 1900.

Name of company.	Gross earnings from operation.	Expenses.....	Net revenue from operation.	Deficits from operation.....	Income from sources other than operation.	Total income....	Deficits.....	Interest on funded debt accrued.....	Interest on other items accrued.....
Atchison, Topeka & Santa Fe.....	\$30,956,915 58	\$17,912,540 82	\$13,044,374 74		\$5,309,484 91	\$18,353,859 65		\$5,291,323 50	\$158 09
C. Girardeau, Bloomfield & Southern.....	29,138 54	17,264 11	11,874 43			11,874 43		4,999 92	597 94
Chester, Perryville & Ste. Genevieve.....	28,075 81	22,319 60	5,756 21			5,756 21		7,000 00	
Chicago & Alton.....	7,801,357 96	4,546,028 83	3,255,331 13		314,934 54	3,570,265 67		866,445 91	
Chicago, Burlington & Kansas City.....	37,431,538 26	302,963 30	128,574 96			128,574 96		49,200 00	
Chicago, Burlington & Quincy.....	37,962,068 42	23,473,981 58	14,488,086 84		\$2,461,069 46	16,949,156 30		6,743,437 53	
Chicago Great Western.....	6,711,947 06	4,873,297 80	1,838,649 26		9,090 00	1,847,739 26		164,148 27	
Chicago, Milwaukee & St. Paul.....	41,884,692 00	27,162,829 17	14,721,862 83		144,755 67	14,866,618 50		6,633,170 41	
Chicago, Rock Island & Pacific.....	23,271,990 91	14,964,706 64	8,307,284 27		707,310 23	8,954,594 50		2,941,990 00	
Crystal Railway.....	5,816 69	5,457 54	359 15			359 15		80,300 00	
Current River Railroad.....	154,721 49	84,018 95	70,702 54		179 36	70,879 90		30,000 00	
Eureka Springs Railroad.....	47,328 94	23,590 51	23,748 43			23,748 43			
Hamilton & Kingston.....	4,958 22	6,870 75		\$1,912 53			\$1,912 53		
Houck's Missouri & Arkansas.....	3,134,503 51	2,324,805 75	809,697 76		5,672 18	815,369 94		462,150 00	2,625 00
Kansas City Belt Railway.....	23,230 00	11,728 20	11,501 80			11,501 80			70 61
Kansas City, Clinton & Springfield.....	271,330 18	116,025 40	155,304 78			155,304 78		123,000 00	
K. C., Excelsior Springs & Northern.....	301,515 92	213,198 65	88,326 17		660 56	88,986 73		163,660 00	
Kansas City, Fort Scott & Memphis.....	21,196 68	11,395 66	9,801 02			9,801 02		5,000 00	324 03
Kansas City & Northern Connecting.....	5,262,106 92	3,422,185 36	1,839,921 56	9,967 07	193,663 49	2,033,585 05	9,967 07	1,118,726 00	3,275 50
Kansas City Southern.....	1,016,540 86	173,490 49	158,615 70			158,615 70		92,000 00	
Kansas City, Pittsburg & Gulf.....	857,925 16	857,925 16							18,983 34
Kansas City, Pittsburg & Gulf.....	3,102,222 54	2,486,069 27	634,153 27		1,156 18	635,289 45		465,757 49	
K. C., St. Joseph & Council Bluffs.....	2,282,340 98	1,471,584 03	810,756 95		5,970 65	816,727 60		212,500 00	7,538 77
Kansas City, Suburban Belt Railroad.....	510,799 91	316,063 57	194,736 34			194,736 34		70,790 49	
Keokuk & Western.....	694,606 85	493,638 65	200,968 18			200,968 18		30,000 00	8,665 79
Mississippi River & Bonne Terre.....	488,033 73	400,379 72	87,654 01		3,189 53	90,843 54		3,068,083 34	60,000 00
Missouri, Kansas & Texas.....	12,626,511 80	8,474,130 42	4,152,381 37		43,209 15	4,195,590 52			
Missouri Midland.....	14,450 17	11,018 90	3,431 27			3,431 27			
Missouri Pacific.....	14,938,965 94	11,002,538 66	3,936,427 28	6,197 55	1,148,580 07	5,084,947 35	6,197 55	3,068,437 30	82,077 99
Missouri Southern.....	35,820 63	42,018 18						40,400 00	6,000 00
Omaha, Kansas City & Eastern.....	503,906 64	371,819 56	132,087 08			132,087 10		96,040 00	
Omaha & St. Louis.....	477,264 31	464,058 85	13,205 46			13,205 46		6,000 00	
Paragould Southeastern.....	41,328 94	26,234 08	15,094 86		18 00	15,112 86		8,750 00	
Rockford, Langdon & Northern.....	7,061 10	6,261 26	800 83			800 83			
Sedalia, Warsaw & Southwestern.....	51,542 23	43,023 07	7,519 16			7,519 16			
Southern Missouri & Arkansas.....	156,888 82	111,060 74	45,827 08		825 00	46,652 08		4,567 51	
St. Clair, Madison & St. L. Belt R'y.....	70,706 86	37,372 14	33,334 66			33,334 66			30,000 00

St. Joseph & Grand Island..	1,404,084 85	993,821 62	410,872 93	.....	.....	105,000 00	.....
St. Joseph Terminal Railroad..	363,632 74	338,889 16	26,163 58	.....	.....	17,500 00	.....
St. Louis & Hannibal.....	136,952 83	113,180 76	23,812 07	.....	.....	37,850 00	.....
St. Louis, Iron Mountain & Southern..	14,378,301 41	8,779,553 19	5,598,738 22	1,248,569 43	.....	3,082,439 42	.....
St. Louis, Kennett & Southern.....	110,000 53	68,391 37	41,609 16	.....	.....	17,100 00	5,257 27
St. Louis, Keokuk & Northwestern.....	2,631,685 69	1,475,777 12	1,155,908 57	18,420 86	.....	699,000 00	28,573 02
St. Louis & Memphis.....	15,128 67	11,194 78	3,933 89	.....	.....	3,500 00	.....
St. Louis Merchants' B. T. R'y.....	751,391 80	386,164 17	365,227 63	.....	.....	175,000 00	18,578 06
St. Louis & San Francisco.....	7,983,246 06	4,715,109 66	3,268,136 40	1,22,040 74	.....	2,176,335 00	.....
St. Louis Southwestern.....	3,518,922 00	2,074,628 18	1,444,294 42	455,165 04	.....	1,190,000 00	.....
St. Louis Transfer Railway.....	149,962 45	101,972 16	47,990 32	.....	.....	.....	14,277 33
St. Louis Transfer Ass'n of St. Louis.	2,180,262 62	737,254 05	1,443,008 57	236,165 10	.....	540,068 62	38,258 14
Wabash Railroad.....	16,510,868 78	12,131,378 72	4,379,520 04	369,613 85	.....	2,857,381 11	.....
Williamsville, Greenville & St. Louis.	62,918 66	45,940 47	16,978 19	6,204 37	.....	22,500 00	7,772 52
Totals.....	\$245,628,397 81	\$158,174,735 08	\$87,471,739 88	\$18,077 15	\$12,705,078 37	\$42,648,963 78	\$521,898 54

## REPORT OF THE

CONSOLIDATED INCOME ACCOUNT, AS REPORTED JUNE 30, 1900—Continued.

Name of company.	Rentals paid....	Taxes paid.....	Permanent im- provements....	All other pay- ments from in- come.....	Total deducti-ns from incomes..	Net incomes.....	Deficits .....	Dividends paid common stock	Dividends paid preferred stock	Other payments from income..
Atchison, Topeka & Santa Fe.....	\$1,215,989 11	\$1,215,989 11		\$53,519 06	\$6,560,714 87	\$11,793,144 96			\$3,130,556 73	
C. Girardeau, Bloomfield & S'n.....	1,336 24	1,336 24		8 40	6,503 25	5,371 18				
Chester, Perryville & Ste. Genev.....	\$611 98	18 63			8,228 25		\$2,472 04	\$1,312 57 00	304,456 25	
Chicago & Alton.....	443,030 00	290,703 35		106,101 50	1,709,290 70	1,960,984 91		24,000 00		
Chicago, Burlington & Kan. City.....		16,511 73			65,711 73	8,003,630 79		5,829,678 00		
Chicago, Burlington & Quincy.....	287,230 27	1,427,477 95		487,400 00	8,945,545 51	1,291,054 10		*1,137,270 50		
Chicago Great Western.....		213,574 05			566,985 16	6,975,440 25		2,351,530 00	2,516,538 00	
Chicago, Milwaukee & St. Paul.....	1,258,007 84	1,258,007 84			7,891,178 25	4,067,987 65		1,999,624 00		
Chicago, Rock Island & Pacific.....	444,438 40	900,298 45			4,296,706 55	9 63				
Crystal Railway.....		349 52			86,357 03		15,477 13			
Current River Railroad.....		6,057 03			31,038 92		7,290 49			
Eureka Springs Railway.....		1,038 92			55 65		1,968 18			
Hamilton & Kingston.....		55 05			547,192 38			296,857 50		
Hannibal & St. Joseph.....	12,607 99	39,719 39				298,177 50				
Honck's Missouri & Arkansas.....					135,238 94	11,501 80				
Kansas City Belt Railway.....		12,168 35			181,593 46	20,065 82				
Kans's City Clinton & Springfield.....		17,902 46					92,575 73			
K. C. Excelsior Spgs. & Northern.....		17,939 83	\$8,724 21		14,498 07		4,607 05	137,490 00		
K. C. Fort Scott & Memphis.....		197,938 53		427,737 13	1,747,897 16	265,887 89				
K. C. & Northern Connecting.....		2,977 23		44 44	95,921 67					
Kansas City Southern.....		36,000 00			30,000 00	128,615 70	104,988 74			
Kansas City, Pittsburg & Gulf.....		73,570 26		28,682 56	121,148 19	514,143 27				
K. C. St. Joe & Council Bluffs.....	7,520 99	48,598 27			461,933 75	354,873 86		353,356 20		
Kansas City Suburban Belt R. R.....		31,918 24			241,957 15					
Keokuk & Western.....	3,416 06	22,446 70			108,695 34	130,302 92	47,230 81	170,000 00		
Mississippi River & Bonne Terre.....		5,024 26			43,800 15	47,153 36				
Missouri, Kansas & Texas.....	311,291 57	291,339 13			3,744,724 09	450,994 93				
Missouri Midland.....						3,493 27				
Missouri Pacific.....	108,800 00	655,164 09		17,498 71	3,922,598 99	1,162,648 46				
Missouri Southern.....		865 14			6,435 14		13,162 69			
Omaha, Kansas City & Eastern.....	50,741 96	17,322 35		297 16	109,361 15	22,725 48	100,132 11			
Omaha & St. Louis.....		18,241 29		80 28	113,357 97					
Paragould Southern.....		800 23		422 45	7,232 73	7,980 13				
Rockport, Langdon & Northern.....		115 53			3,865 35		3,065 48			
Sedalia, Warsaw & Southwestern.....		2,837 45		178 80	2,516 23	5,897 93				
Southern Missouri & Arkansas.....		3,538 64		2,986 28	11,062 33	36,570 25				
St. Clair, Mad. & St. L. Belt R'y.....		7,494 50			37,494 00		4,159 84			
St. Joseph & Grand Island.....	6,787 00	78,799 87	1,648 19		182,553 06	218,637 87		104,028 00		
St. Joseph Terminal Railroad.....		8,076 69		586 89	26,163 64					
St. Louis & Hannibal.....		6,744 97			64,994 97		38,793 90			\$61,290 00

St. L., Iron Mountain & Southern	338,493 00	279,038 80	.....	1,038,724 40	5,334,697 62	1,508,010 03	.....	515,745 50	.....
St. Louis, Kennett & Southern...	6,960 99	2,638 89	.....	.....	31,827 15	9,982 01	.....	.....	.....
St. L., Keokuk & Northwestern...	23,677 54	41,324 17	.....	.....	702,576 73	471,752 70	.....	468,166 80	.....
St. L. Merchants' Bridge T. R'y	.....	.....	.....	.....	3,500 00	433 89	.....	.....	.....
St. Louis & San Francisco	120,000 00	42,975 70	10,683 85	.....	367,237 61	.....	2,009 98	.....	.....
St. Louis & Southwestern	.....	227,479 39	77,898 16	12,143 96	2,493,856 53	896,350 61	.....	520,000 00	.....
St. Louis Transfer R'y	16,950 00	78,172 96	283,675 11	1,016 42	1,539,818 49	259,540 97	.....	.....	.....
Terminal R. R. Ass'n of St. Louis	12,617 00	7,676 13	.....	13 35	34,583 81	13,406 51	.....	.....	.....
Wabash Railroad	666,900 00	97,166 20	142,241 89	.....	1,484,664 85	194,538 82	.....	.....	.....
Williamsville, Greenville & St. L.	682,141 88	567,327 22	.....	332,184 67	4,439,034 88	210,069 01	.....	.....	.....
Totals	\$3,544,317 63	\$3,230,153 21	\$324,875 41	\$3,115,121 14	\$38,594,351 08	\$42,012,801 39	\$447,503 13	\$14,161,951 00	\$7,049,816 50
									\$31,250 00

\*Includes \$598,650.50 paid on debentures.

## REPORT OF THE

CONSOLIDATED INCOME ACCOUNT, AS REPORTED JUNE 30, 1900—Continued.

Name of company.	Total payments from net income.	Surplus June 30, 1900.	Deficits June 30, 1900.	Surplus June 30, 1899.	Deficits June 30, 1899.	Additions for year.	Deductions for year.	Surplus June 30, 1900, for entry on balance sheet.	Deficit June 30, 1900, for entry on balance sheet.
Atchison, Topeka & Santa Fe.	\$3,138,556 75	\$8,683,588 23	\$2,472 04	\$4,414,401 92	\$279,127 49		\$8,073,400 57	\$9,994,619 58	\$1,873 27
O. G., Bloomfield & Southern.		5,371 18		1,088 77				5,894 09	
Chester, Perryville & Ste. Gen.		243,651 66		3,078,323 95			2,285,470 70	1,056,804 01	
Chicago & Alton.	1,617,033 25	38,863 23		120,520 54				159,383 77	
Chicago, Burlington & K. C.	24,000 00	2,173,652 79		13,690,216 43				15,494,109 22	
Chicago Great Western.	5,829,678 00	143,783 60		12,779,871 41				143,783 60	
Chicago, Milwaukee & St. Paul.	1,137,270 50	2,107,382 25		2,300,400 73				14,897,253 06	
Chicago, Rock Island & Pacific.	4,808,038 00	2,098,263 65					110,231 52	4,898,402 86	
Crystal Railway.	1,999,624 00	14,111 50						14,121 13	
Current River Railroad.			15,477 13	25,990 07	\$279,127 49			17,060 66	294,604 02
Eureka Springs Railroad.			8,239 41		12,070 04				
Hamilton & Kingston.			1,988 18						14,038 22
Hannibal & St. Joseph.	286,857 50	1,320 06		1,531,945 61				1,531,215 67	
Houck's Missouri & Arkansas.		11,491 80			130,335 75			11,491 80	
Kansas City Belt Railway.		20,066 82			606,537 1		5,000 00		145,401 57
K. C., Clinton & Springfield.			92,575 73						701,112 85
K. C., Fort Scott & Memphis.			4,807 05	21 38					4,585 07
K. C. & Northern Connecting.	137,490 00	148,397 89		240,839 62				389,277 51	
Kansas City Southern.			104,988 74		158,535 20	\$4,257 79			250,257 15
K. C., Pittsburg & Gulf.		128,615 66				10,432 09		128,615 66	
K. C., St. Joseph & Council Bluffs.		514,143 23		228,025 07				752,800 09	
K. C. Suburban Belt Railroad.	353,359 20	1,514 63		1,783,540 07				1,786,055 32	
Keokuk & Western.	170,000 00		47,220 81	37,946 01	21,323 29		574,900 22	28,288 83	
Mississippi River & Bonne Terre.		47,153 39	9,097 18	91,120 96		3,786 06		134,407 29	
Missouri, Kansas & Texas.		450,866 53		1,324,359 14				1,786,225 07	
Missouri Midland.		3,431 27						3,431 27	
Missouri Pacific.		1,102,046 46			517,028 19			645,020 27	
Missouri Southern.			13,102 09	5,870 79					7,201 90
Omaha, K. C. & Eastern.		23,725 08			155,345 80	11,373 68			121,240 44
Paragould Southern.		7,800 13	100,132 11		210,772 40		63,538 94	374,445 34	
Rockport, Warsaw & Northwestern.				27,982 08	1,569 97	1,465 51		35,881 57	3 130 01
Sedalia, Warsaw & Southwestern.		5,397 93	3,035 48					5,397 93	
Southern Missouri & Arkansas.		35,570 25			2,724 32			32,245 93	
St. Clair, Madison & St. L. Belt R'y.			4,159 54						4,180 54
St. Joseph & Grand Island.	164,928 00	53,709 87		36,160 54				80,870 41	
St. Joseph Terminal Railroad.									
St. Louis & Hannibal.	31,250 00		70,032 09		177,071 52				247,704 72

St. L., Iron Mountaln & Southern...	515,745 50	992,843 53		3,317,599 95				4,310,434 48	
St. Louis, Kennett & Southern...		9,682 01		56,077 89				65,759 90	
St. Louis, Keokuk & Northwestern...	468,166 80	3,583 80		911,486 34				915,072 24	
St. Louis & Memphis...		433 89						433 89	
St. Louis Merchants' B. T. R'y...			2,009 98						1,106,513 61
St. Louis & San Francisco...	520,000 00	570,340 61		624,389 89				978,068 71	
St. Louis Southwestern...		359,640 97		3,776,386 94				3,695,745 78	
St. Louis Transfer Railway...		13,406 51		16,446 95				20,853 46	
Terminal Railroad Ass'n of St. L.		194,538 76		1,001,288 86				1,195,827 62	
Wabash Railroad...		210,069 01		222,480 94				377,842 24	
Williamsville, Greenville & St. L.				18,462 04				8,872 08	
Totals.....	\$21,243,017 50	\$20,824,822 88	\$479,889 27	\$51,674,097 00	\$3,379,535 81	\$128,015 78	\$6,706,952 67	\$45,940,997 60	\$3,928,353 06



# ASSETS AND LIABILITIES

## AND

### COMPARATIVE BALANCE SHEETS, JUNE 30, 1900.

#### ATCHISON, TOPEKA & SANTA FE RAILWAY COMPANY.

##### *Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash .....	\$6,692,301 04
Bills receivable .....	262,422 35
Due from agents .....	224,341 78
Due from solvent companies and individuals .....	3,018,325 93
<b>Total .....</b>	<b>\$10,197,391 10</b>
Current liabilities accrued to and including June 30, 1900:	
Loans and bills payable .....	\$310,000 00
Audited vouchers and accounts .....	1,388,244 03
Wages and salaries .....	1,008,800 54
Net traffic balances due to other companies .....	231,039 52
Matured interest coupons unpaid (including coupons due) .....	201,380 00
<b>Balance—cash assets .....</b>	<b>\$7,057,927 01</b>
<b>Total .....</b>	<b>\$10,197,391 10</b>
Materials and supplies on hand .....	\$1,337,810 82

##### *Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$392,226,838 00	Cost of road .....	\$400,663,159 26	\$8,436,321 26	
31,491 00	Cost of equipment .....			
2,931,718 23	Stocks owned .....	33,670 00	2,179 00	
17,286,470 00	Bonds owned .....	3,045,245 88	113,527 65	
4,838,306 30	Capital stock preferred in special trust ..	17,286,470 00		
2,642,300 00	Improvements auxiliary Co's .....	6,524,651 96	1,686,345 66	
293,669 86	San Francisco & San Joaquin Valley R. R. stock .....			\$2,642,300 00
21,525 00	New York Security & Trust Co., trustee ..	267,669 86		26,000 00
7,817,477 90	Union Trust Co. of New York, trustee ..			21,525 00
	Cash and current assets .....	10,197,391 10	2,379 913 20	
	Other assets:			
1,642,889 70	Materials and supplies .....	1,337,810 82		305,078 88
9,437 08	Sundries .....	9,330 62		106 46
<b>\$429,562,123 07</b>	<b>Grand totals .....</b>	<b>\$439,365,399 50</b>	<b>\$9,803,276 43</b>	
	<b>Liabilities.</b>			
\$233,486,000 00	Capital stock .....	\$233,486,000 00		
184,458,710 00	Funded debt .....	188,238,710 00	\$3,780,000 00	
2,557,164 76	Current liabilities .....	3,139,404 09	582,299 33	
3,359,777 50	Accrued interest on funded debt not yet payable .....	3,372,040 00	12,262 50	
337,387 67	Unascertained liabilities accrued prior to January 1, 1896—estimated .....	266,521 01		\$70,866 66
590,847 31	Accrued taxes not yet due .....	599,529 42	8,682 11	
357,743 91	Rolling-stock replacement fund .....	257,293 38		100,510 53
	Rail renewal fund .....	11,282 02		
4,414,491 92	Profit and loss .....	9,994,619 58	5,580,127 66	
<b>\$429,562,123 07</b>	<b>Grand totals .....</b>	<b>\$439,365,399 50</b>	<b>\$9,803,276 43</b>	

## CAPE GIRARDEAU, BLOOMFIELD &amp; SOUTHERN RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Due from solvent companies and individuals.....	\$16,906 43
Total.....	\$16,906 43
Current liabilities accrued to and including June 30, 1900:	
Loans and bills payable.....	\$2,000 00
Audited vouchers and accounts.....	13,683 70
Balance—cash assets.....	1,222 73
Total.....	\$16,906 43

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900	
			Increase.	Decrease.
\$469,729 14	Cost of road .....	\$470,387 66	\$658 52	
37 50	Cost of equipment.....	4,225 30	4,187 80	
696 87	Cash and current assets.....	1,222 73	525 86	
<u>\$470,463 51</u>	Grand totals.....	<u>\$475,835 69</u>	<u>\$5,372 18</u>	
	Liabilities.			
\$370,000 00	Capital stock.....	\$370,000 00		
100,000 00	Funded debt.....	100,000 00		
463 51	Profit and loss .....	5,835 69	\$5,372 18	
<u>\$470,463 51</u>	Grand totals.....	<u>\$475,835 69</u>	<u>\$5,372 18</u>	

## REPORT OF THE

## CHESTER, PERRYVILLE &amp; STE. GENEVIEVE RAILWAY COMPANY,

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities: -	
Due from solvent companies and individuals.....	\$13,278 84
Balance—current liabilities.....	15,004 91
Total.....	\$28,283 75
Current liabilities accrued to and including June 30, 1900:	
Loans and bills payable.....	\$174 50
Audited vouchers and accounts.....	27,809 25
Total.....	\$28,283 75

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Yearended June 30, 1900.	
			Increase.	Decrease.
\$440,016 20	Cost of road.....	\$447,806 31	\$7,790 11	
3,550 50	Cost of equipment.....	5,835 33	2,284 83	
	Profit and loss.....	1,363 27	1,363 27	
\$443,566 70	Grand totals.....	\$455,004 91	11,438 21	
	Liabilities.			
\$300,000 00	Capital stock.....	\$300,000 00		
140,000 00	Funded debt .....	140,000 00		
2,467 93	Current liabilities.....	15,004 91	\$12,536 98	
1,098 77	Profit and loss.....			\$1,098 77
\$443,566 70	Grand totals.....	\$455,004 91	\$11,438 21	

## CHICAGO &amp; ALTON RAILROAD.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$1,694,743 45
Due from agents.....	131,395 50
Net traffic balances due from other companies.....	8,483,169 50
<b>Total.....</b>	<b>\$10,309,308 45</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Audited vouchers and accounts.....	\$414,604 03
Dividends not called for.....	8,932 39
Matured interest coupons unpaid including coupons due.....	136,213 00
Balance—cash assets.....	9,749,559 03
<b>Total.....</b>	<b>\$10,309,308 45</b>

*Comparative General Balance Sheet.*

Total June 30, 1899	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$34,153,927 16	Cost of equipment.....	\$51,208,247 53	\$17,052,320 37	
1,072,392 74	Stocks owned.....	1,072,392 74		
3,163,000 00	Bonds owned.....	3,165,416 00	2,416 00	
44,053 69	Other permanent investments.....			\$44,053 69
53,445 50	Lands owned.....	53,445 50		
700,248 33	Cash and current assets.....	10,309,308 45	9,609,060 12	
341,483 73	Materials and supplies.....			341,483 73
711,100 69	Sinking fund.....	838,897 31	127,796 62	
27,310 73	Sundries.....	324,145 11	296,834 38	
<b>\$40,266,962 57</b>	<b>Grand totals.....</b>	<b>\$66,969,852 64</b>	<b>\$26,702,890 07</b>	
	<b>Liabilities.</b>			
\$22,230,600 00	Capital stock.....	\$22,230,600 00		
8,632,850 00	Funded debt.....	40,584,850 00	\$31,952,000 00	
1,024,322 30	Current liabilities.....	559,749 52		\$464,572 88
89,238 33	Accrued interest on funded debt not yet payable.....	334,288 31	245,049 98	
300,000 00	Mississippi River Bridge Co. capital stock.....	300,000 00		
1,500,000 00	Joliet & Chicago railroad Gua. stock.....	1,500,000 00		
2,996,903 00	Bonds redeemed.....			2,996,903 00
84,224 99	Sundries.....	73,060 00		11,164 99
329,000 00	Louisiana & Mo. River railroad Gau'd preferred stock.....	329,000 00		
1,500 00	Common stock unissued.....	1,500 00		
3,078,323 95	Profit and loss.....	1,056,804 91		2,021,519 04
<b>\$40,266,962 57</b>	<b>Grand totals.....</b>	<b>\$66,969,852 64</b>	<b>\$26,702,890 07</b>	

## CHICAGO, BURLINGTON &amp; KANSAS CITY RAILROAD COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$56,783 26
Bills receivable.....	789 92
Due from agents.....	2,061 85
Due from solvent companies and individuals.....	27,638 63
Other cash assets (including "materials and supplies").....	331 70
<b>Total.....</b>	<b>\$87,605 36</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Audited vouchers and accounts.....	43,227 82
Wages and salaries.....	13,731 15
Matured interest unpaid (including coupons due).....	12,300 00
Balance—cash assets.....	18,346 49
<b>Total.....</b>	<b>87,605 36</b>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$8,847,987 58	Cost of road.....	\$8,837,732 16	\$19,764 58	.....
187,722 21	Cost of equipment.....	187,772 21	50 00	.....
49,520 79	Cash and current assets.....	87,605 36	38,084 57	.....
<b>\$9,065,210 58</b>	<b>Grand totals.....</b>	<b>\$9,123,109 73</b>	<b>\$57,899 15</b>	.....
	<b>Liabilities.</b>			
\$8,000,000 00	Capital stock.....	\$8,000,000 00	.....	.....
820,000 00	Funded debt.....	820,000 00	.....	.....
81,676 73	Current liabilities.....	69,258 97	.....	\$12,417 76
35,052 32	Accounts—net liabilities.....	65,749 05	\$30,696 73	.....
120,520 54	Income account.....	159,383 77	38,863 23	.....
7,960 99	Profit and loss.....	8,717 94	756 95	.....
<b>\$9,065,210 58</b>	<b>Grand totals.....</b>	<b>\$9,123,109 73</b>	<b>\$57,899 15</b>	.....

## CHICAGO, BURLINGTON &amp; QUINCY RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$3,252,742 72
Bills receivable.....	520,732 59
Due from agents.....	5,236 45
Due from solvent companies and individuals.....	2,519,352 27
Other cash assets (excluding "materials and supplies").....	23,796 36
Total.....	\$8,321,860 39
Current liabilities accrued to and including June 30, 1900:	
Audited vouchers and accounts.....	\$1,764,436 12
Wages and salaries.....	675,109 89
Net traffic balances due to other companies.....	266,276 01
Dividends not called for.....	1,732 75
Matured interest coupons unpaid (including coupons due).....	1,977,967 00
Miscellaneous.....	960,925 65
Balance—cash assets.....	675,412 97
Total.....	\$8,321,860 39
Materials and supplies on hand.....	\$3,476,611 39

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$226,752,657 62	Cost of road.....	233,602,754 81	\$6,850,097 19	
24,018,120 11	Cost of equipment.....	25,456,310 13	1,438,190 02	
11,893,892 34	Stocks owned.....	10,916,751 60		\$967,140 74
3,123,576 36	Bonds owned.....	3,386,386 41	262,810 05	
305,826 96	Other permanent investments.....	806,001 81	174 85	
10,566,306 55	Lands owned.....	6,321,860 39		4,244,446 16
	Cash and current assets.....			
	Other assets:			
1,981,326 22	Materials and supplies.....	3,476,611 39	1,495,285 17	
12,582,097 62	Sinking fund.....	13,153,392 37	571,294 55	
\$291,213,803 98	Grand totals.....	\$296,620,068 91	\$5,406,264 93	
	Liabilities.			
\$93,725,400 00	Capital stock.....	\$98,447,500 00	\$4,722,100 00	
126,437,700 00	Funded debt.....	135,899,100 00	9,461,400 00	
4,163,712 36	Current liabilities.....	5,646,447 42	1,482,735 06	
175,859 12	Accrued interest on funded debt not yet payable.....	141,777 67		\$34,081 45
10,000,000 00	Renewal fund.....	10,000,000 00		
1,089,126 73	Current accounts—balance.....	1,487,933 49	398,806 76	
19,277,293 74	Sinking fund.....	20,375,366 13	1,098,072 39	
13,866,075 55	Income account.....	15,864,169 22	1,998,093 67	
9,533,000 00	Subscription payments under circular of April 20, 1899.....			\$9,533,000 00
13,297,354 72	Profit and loss.....	9,041,330 32		4,256,024 40
\$291,213,803 98	Grand totals.....	\$296,620,068 91	\$5,406,264 93	

## CHICAGO GREAT WESTERN RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$755,343 25
Bills receivable.....	19,560 00
Due from agents.....	229,028 19
Due from solvent companies and individuals.....	51,408 45
Net traffic balances due from other companies.....	202,713 60
Balance—current liabilities.....	207,505 27
Total.....	<u>\$1,465,548 76</u>
Current liabilities accrued to and including June 30, 1900:	
Audited vouchers and accounts.....	\$1,059,063 07
Wages and salaries.....	245,726 80
Miscellaneous.....	160,758 69
Total.....	<u>\$1,465,548 76</u>
Materials and supplies on hand.....	\$708,636 94

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$54,374,094 02	Cost of road.....	\$56,467,015 30	\$2,088,021 28	.....
2,632,576 59	Cost of equipment.....	2,799,019 49	166,442 90	.....
1,180,404 96	Stocks owned.....	683,387 24	.....	\$497,017 72
.....	Bonds owned.....	9,000 00	9,000 00	.....
2,309,137 47	Leased rolling-stock.....	2,401,872 80	92,734 33	.....
1,235,456 28	Cash and current assets.....	1,258,043 49	22,587 21	.....
.....	Other assets:	.....	.....	.....
338,299 56	Materials and supplies.....	708,636 94	370,337 38	.....
44,671 13	Sundries.....	.....	.....	\$44,671 13
<u>\$62,118,641 01</u>	Grand totals.....	<u>\$64,326,975 26</u>	<u>\$2,208,334 25</u>	.....
Liabilities.		.....	.....	.....
\$52,748,387 99	Capital stock.....	\$56,850,187 99	\$4,101,780 00	.....
4,248,351 43	Funded Debt.....	1,308,622 63	.....	\$2,938,728 80
1,317,691 23	Current liabilities.....	1,465,548 76	147,857 53	.....
.....	Interest due July 15, 1900, on 4 per cent	.....	.....	.....
.....	Deb. stock.....	333,632 00	333,632 00	.....
.....	Dividend payable July 31, 1900, on 5 per	.....	.....	.....
.....	cent pref. stock A.....	284,349 00	284,349 00	.....
3,655 64	Mileage tickets outstanding.....	2,750 14	.....	905 50
989,696 96	Sterling loan due 1901.....	989,696 96	.....	.....
484,848 46	“ “ “ 1902.....	484,848 46	.....	.....
1,100,000 00	“ “ “ 1903.....	1,124,242 42	24,242 42	.....
768,333 30	“ “ “ 1904.....	1,358,353 30	590,000 00	.....
203,094 00	Interest due July 15, 1899, on 4 per cent	.....	.....	.....
.....	Deb. stock.....	.....	.....	203,094 00
47,290 00	Interest due July 15, 1899, on 4 per cent	.....	.....	.....
.....	Deb. stock payable in Deb. stock.....	.....	.....	47,290 00
227,292 00	Dividend due July 31, 1899, on 5 per cent	.....	.....	.....
.....	pref. stock A.....	.....	.....	227,292 00
.....	Profit and loss.....	143,783 60	143,783 60	.....
<u>\$62,118,641 01</u>	Grand totals.....	<u>\$64,326,975 26</u>	<u>\$2,208,334 25</u>	.....

## CHICAGO, MILWAUKEE &amp; ST. PAUL RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash on deposit and on hand.....	\$5,088,400 85
Due from agents and conductors.....	546,315 38
Due from solvent companies and individuals.....	224,860 92
United States government.....	351,250 70
<b>Total.....</b>	<b>\$6,210,827 85</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Audited vouchers and accounts.....	\$990,072 42
Wages and salaries .....	1,584,943 88
Net traffic balances due to other companies. ....	179,096 84
Dividends not called for .....	52,556 58
Matured interest coupons unpaid (including coupons due) .....	3,047,407 02
Miscellaneous .....	295,971 29
Balance—cash assets.....	59,778 92
<b>Total.....</b>	<b>\$8,210,827 85</b>
Materials and supplies on hand.....	\$3,494,897 95

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900	
			Increase.	Decrease.
\$218,506,634 82	Cost of road .....	\$218,302,680 50		\$203,954 32
459,886 75	Cost of equipment.....	358,040 75		101,796 00
8,985,723 75	Stocks owned.....	9,162,802 56	\$177,078 75	
7,232,230 16	Bonds owned.....	6,210,827 85		1,021,402 31
	Cash and current assets.....			
	Other assets:			
2,467,793 88	Materials and supplies.....	3,494,897 95	1,027,104 07	
589,854 02	Sinking fund—trustees'.....	573,183 91		16,670 11
2,965,166 75	Due from trustees.....	3,177,093 94	211,927 19	
10,000 00	Insurance department.....	10,000 00		
	Cash expended from earnings for construction of new lines, for real estate, etc.....	2,295,254 91	2,295,254 91	
<b>\$241,217,240 13</b>	<b>Grand totals .....</b>	<b>\$243,584,782 31</b>	<b>\$2,367,542 18</b>	
	<b>Liabilities.</b>			
\$2,519,000 00	Capital stock.....	\$87,601,500 00	\$5,082,500 00	
136,228,500 00	Funded debt .....	131,147,000 00		\$5,079,500 00
5,933,481 84	Current liabilities.....	6,151,048 93	217,567 09	
30,790 00	Accrued interest on funded debt not yet payable, exclusive of coupons due July 1, 1899, and 1900.....	30,790 00		30,120 11
625,944 02	Sinking funds.....	595,823 91		188,017 50
298,520 00	Rolling stock replacement fund .....	110,502 50		
2,803,132 86	Renewal and improvement account.....	3,060,863 31	257,730 45	
12,779,871 41	Profit and loss.....	14,887,253 66	2,107,382 25	
<b>\$241,217,230 13</b>	<b>Grand totals .....</b>	<b>\$243,584,782 31</b>	<b>\$2,367,542 18</b>	



## CHICAGO, ROCK ISLAND &amp; PACIFIC RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$687,537 95
Bills receivable.....	320,726 75
Due from agents.....	959,366 74
Due from solvent companies and individuals ...	579,959 02
Total.....	\$2,747,590 46
Current liabilities accrued to and including June 30, 1900:	
Loans and bills payable.....	\$587,650 76
Audited vouchers and accounts.....	623,542 86
Wages and salaries.....	53,908 17
Net traffic balances due to other companies.....	321,768 98
Balance cash assets.....	1,160,724 69
Total.....	\$2,747,590 46
Materials and supplies on hand.....	\$1,823,015 49

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$91,944,454 02	Cost of road.....	\$93,018,371 34	\$1,073,917 32	.....
15,576,728 98	Cost of equipment.....	15,782,233 73	205,504 80	.....
3,057,806 26	Stocks owned.....	3,116,917 46	59,111 20	.....
3,238,720 74	Bonds owned.....	4,231,868 73	993,147 99	.....
2,657,340 47	Loans and investments.....	3,447,216 49	589,876 02	.....
2,210,772 51	Advances to C. R. I. & T. R'y.....	1,956,961 43	.....	\$253,811 08
3,359,569 55	Cash and current assets.....	2,747,590 46	.....	611,979 09
652,884 71	Other assets: Materials and supplies.....	1,823,015 49	1,170,130 78	.....
\$122,898,277 19	Grand totals.....	\$126,124,175 13	\$3,225,897 94	.....
	Liabilities.			
\$50,000,000 00	Capital stock.....	\$50,000,000 00	.....	.....
66,081,000 00	Funded debt.....	67,081,000 00	\$1,000,000 00	.....
1,419,093 96	Current liabilities.....	1,586,865 77	167,771 81	.....
3,097,722 50	Addition and improvement account.....	2,597,816 50	.....	\$499,906 00
2,300,460 73	Profit and loss.....	4,858,492 86	2,558,032 13	.....
\$122,898,277 19	Grand totals.....	\$126,124,175 13	\$3,225,697 94	.....

## CRYSTAL RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Pittsburg Plate Glass Company.....	\$14,121 13
Total.....	\$14,121 13
Current liabilities accrued to and including June 30, 1900:	
Balance—Cash assets.....	\$14,121 13
Total.....	\$14,121 13

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$22,428 23	Cost of road.....	\$22,428 23		
7,571 77	Cost of equipment.....	7,571 77		
14,111 50	Cash and current assets.....	14,121 13	9 63	
<u>\$44,111 50</u>	Grand totals.....	<u>\$44,121 13</u>	<u>\$9 63</u>	
	Liabilities.			
\$30,000 00	Capital stock.....	\$30,000 00		
14,111 50	Profit and loss.....	14,121 13	9 63	
<u>\$44,111 50</u>	Grand totals.....	<u>\$44,121 13</u>	<u>\$9 63</u>	

## CURRENT RIVER RAILROAD COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$19,943 93
Due from agents.....	2,002 82
Due from solvent companies and individuals.....	20,943 94
Miscellaneous.....	3,056 83
Balance—current liabilities..	296,687 22
<b>Total.....</b>	<b>\$332,634 74</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Loans and bills payable.....	\$294,000 00
Audited vouchers and accounts.....	5,482 53
Wages and salaries.....	3,517 36
Net traffic balances due to other companies.....	28,134 85
Matured interest coupons unpaid (including coupons due).....	1,500 00
<b>Total.....</b>	<b>\$332,634 74</b>

*Comparative General Balance Sheet.*

Total June 30 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$3,046,801 80	Cost of road.....	\$3,046,801 80		
175,720 60	Cost of equipment.....	175,720 60		
24,959 11	Cash and current assets.....	45,947 52	\$20,988 41	
	Other assets:			
1,955 66	Materials and supplies.....	1,635 20		\$320 46
279,127 49	Profit and loss.....	294,604 82	15,477 13	
<b>\$3,528,564 66</b>	<b>Grand totals..</b>	<b>\$3,564,709 74</b>	<b>\$36,145 08</b>	
	<b>Liabilities.</b>			
\$1,606,000 00	Capital stock.....	\$1,606,000 00		
1,606,000 00	Funded debt.....	1,606,000 00		
296,489 66	Current liabilities.....	332,634 74	\$36,145 08	
20,075 00	Accrued interest on funded debt not yet payable.....	20,075 00		
<b>\$3,528,564 66</b>	<b>Grand totals.</b>	<b>\$3,564,709 74</b>	<b>\$36,145 08</b>	

## EUREKA SPRINGS RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$17,018 82
Bills receivable.....	11,618 84
Due from agents.....	143 58
Due from solvent companies and individuals.....	1,080 44
Net traffic balances due from other companies.....	8,201 49
<b>Total.....</b>	<b>\$38,063 17</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Audited vouchers and accounts.....	\$109 77
Net traffic balances due to other companies.....	2 84
Balance—cash assets.....	37,950 56
<b>Total.....</b>	<b>\$38,063 17</b>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$1,500,000 00	Cost of road.....	\$1,500,000 00		
2,179 37	Other permanent investments.....	2,179 37		
28,456 47	Cash and current assets.....	38,063 17	\$9,606 70	
3,190 46	Material and supplies.....			\$3,190 46
<b>\$1,533,826 30</b>	<b>Grand total.....</b>	<b>\$1,540,242 54</b>	<b>\$6,416 24</b>	
	<b>Liabilities.</b>			
\$500,000 00	Capital stock.....	\$500,000 00		
1,000,000 00	Funded debt.....	1,000,000 00		
7,838 23	Current liabilities.....	112 61		\$7,723 62
25,990 07	Profit and loss.....	43,220 31	\$17,230 24	
<b>\$1,533,826 30</b>	<b>Grand total.....</b>	<b>\$1,543,332 92</b>	<b>\$9,506 62</b>	

## HAMILTON &amp; KINGSTON RAILROAD.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Due from solvent companies and individuals.....	\$59 09
Other cash assets (excluding "materials and supplies"), treasury.....	312 39
Balance—current liabilities.....	25,268 42
Total.....	<u>\$26,430 90</u>
Current liabilities accrued to and including June 30, 1900:	
Loans and bills payable.....	\$26,305 40
Wages and salaries.....	134 50
Total.....	<u>\$26,430 90</u>

## HANNIBAL &amp; ST. JOSEPH RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$1,588 54
Due from agents.....	104,505 07
Due from solvent companies and individuals.....	595,836 03
Other cash assets (excluding "materials and supplies").....	44,479 03
Balance—current liabilities.....	135,755 85
Total.....	<u>\$881,754 54</u>
Current liabilities accrued to and including June 30, 1900:	
Loans and bills payable.....	\$2,670 00
Audited vouchers and accounts.....	524,461 47
Wages and salaries.....	122,298 02
Net traffic balances due to other companies.....	228,214 15
Dividends not called for.....	1,110 90
Rents due July 1.....	3,000 00
Total.....	<u>\$881,754 54</u>
Materials and supplies on hand.....	<u>\$191,605 01</u>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$20,380,884 64	Cost of road.....	\$20,506,843 24	\$119,958 60	
3,663,899 61	Cost of equipment.....	3,688,595 44	24,695 83	
84,800 00	Stocks owned.....	84,800 00		
1,028,554 17	Cash and current assets.....	745,998 69		\$280,555 48
277,783 64	Materials and supplies.....	391,605 01	113,821 37	
70 00	Sundries.....	433 67	363 67	
<u>\$25,433,992 06</u>	Grand total.....	<u>\$25,412,276 05</u>		<u>\$21,716 01</u>
	Liabilities.			
\$14,251,969 00	Capital stock.....	\$14,251,969 00		
8,090,000 00	Funded debt.....	8,360,000 00	\$270,000 00	
1,299,298 19	Current liabilities.....	881,754 54		\$417,543 65
61,850 06	Accounts—Not liabilities.....	186,128 25	124,278 19	
1,531,945 61	Income account.....	1,533,285 67	1,320 06	
198,929 20	Profit and loss.....	199,158 59	229 39	
<u>\$25,433,992 06</u>	Grand total.....	<u>\$25,412,276 05</u>		<u>\$21,716 01</u>

## KANSAS CITY BELT RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$4,060 29
Bills receivable.....	1,641 61
Due from agents.....	61,939 00
Net traffic balances due from other companies.....	49,578 00
Total.....	\$117,218 90
Current liabilities accrued to and including June 30, 1900:	
Loans and bills payable.....	\$5,000 00
Audited vouchers and accounts.....	12,872 76
Wages and salaries.....	8,482 62
Net traffic balances due to other companies.....	18,413 98
Matured interest coupons unpaid (including coupons due).....	61,950 00
Miscellaneous (accrued taxes).....	5,826 53
Balance—cash assets.....	4,673 02
Total.....	\$117,218 90
Materials and supplies on hand.....	\$22,014 68

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$2,152,733 64	Cost of road.....	\$2,181,454 33	\$28,720 69	
80,935 68	Cost of equipment.....	80,935 68		
2,717 10	Other permanent investments.....	493 25		\$2,223 85
113,293 28	Cash and current assets.....	117,218 90	3,925 62	
	Other assets:			
16,990 09	Materials and supplies.....	22,014 68	5,024 59	
10,987 67	Sundries.....	15,830 61	4,842 94	
\$2,377,657 46	Grand total.....	\$2,417,947 45	\$40,289 99	
	Liabilities.			
\$100,000 00	Capital stock.....	\$100,000 00		
2,050,000 00	Funded debt.....	2,050,000 00		
97,321 71	Current liabilities.....	112,545 88	\$15,224 17	
	Suspense.....	10,000 00	10,000 00	
130,335 75	Profit and loss.....	145,401 57	15,065 82	
\$2,377,657 46	Grand total.....	\$2,417,947 45	\$40,289 99	

## KANSAS CITY, CLINTON &amp; SPRINGFIELD RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$25,094 65
Due from agents....	4,303 05
Due from solvent companies and individuals.....	21,859 31
Net traffic balances due from other companies.....	3,699 69
Balance—current liabilities.....	681,602 13
<b>Total.....</b>	<b>\$736,558 83</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Loans and bills payable.....	\$703,000 00
Audited vouchers and accounts.....	7,445 10
Wages and salaries.....	9,563 98
Matured interest coupons unpaid (including coupons due).....	1,202 50
Miscellaneous.....	15,347 25
<b>Total.....</b>	<b>\$736,558 83</b>
Materials and supplies on hand.....	\$5,832 95

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$1,800,154 67	Cost of road.....	\$1,800,154 67		
240,816 66	Cost of equipment....	240,816 66		
49,433 76	Cash and current assets.....	54,936 70	\$5,522 94	
7,624 51	Other assets:			
608,537 12	Materials and supplies.....	5,832 95		\$1,791 56
	Profit and loss.....	701,112 85	92,575 73	
<b>\$5,706,566 72</b>	<b>Grand total.....</b>	<b>\$5,802,873 83</b>	<b>\$96,307 11</b>	
	<b>Liabilities.</b>			
\$1,645,400 00	Capital stock.....	\$1,775,400 00		
3,250,000 00	Funded debt.....	3,250,000 00		
640,251 72	Current liabilities.....	736,558 83	\$96,307 11	
40,915 00	Accrued interest on funded debt not yet payable.....	40,915 00		
<b>\$5,706,566 72</b>	<b>Grand total....</b>	<b>\$5,802,873 83</b>	<b>\$96,307 11</b>	



## KANSAS CITY, EXCELSIOR SPRINGS &amp; NORTHERN RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$2,076 58
Due from solvent companies and individuals.....	1,260 30
Net traffic balances due from other companies.....	21 15
Balance—current liabilities.....	12,797 91
<b>Total.....</b>	<b>\$16,155 94</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Loans and bills payable.....	\$9,607 82
Wages and salaries.....	652 39
Net traffic balances due to other companies.....	885 73
Matured interest coupons unpaid (including coupons due).....	5,000 00
<b>Total.....</b>	<b>\$16,155 94</b>

## KANSAS CITY, FORT SCOTT &amp; MEMPHIS RAILROAD COMPANY.

## Current Assets and Liabilities.

Cash and current assets available for payment of current liabilities:	
Cash.....	\$304,810 38
Bills receivable.....	329,100 00
Due from agents.....	137,085 46
Due from solvent companies and individuals.....	335,176 34
Other cash assets (excluding "materials and supplies").....	32,153 98
<b>Total.....</b>	<b>\$1,138,326 16</b>
Current liabilities accrued to and including June 30, 1900:	
Loans and bills payable.....	\$65,510 00
Audited vouchers and accounts.....	218,118 65
Wages and salaries.....	194,960 95
Net traffic balances due to other companies.....	59,682 61
Dividends not called for.....	80 00
Matured interest coupons unpaid (including coupons due).....	24,475 50
Miscellaneous.....	181,446 75
Balance—cash assets.....	394,051 70
<b>Total.....</b>	<b>\$1,138,326 16</b>
Materials and supplies on hand.....	\$395,002 32

## Comparative General Balance Sheet.

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$25,674,820 56	Cost of road.....	\$25,642,890 48		\$31,930 08
4,862,093 01	Cost of equipment.....	5,193,435 89	\$331,342 88	
209,561 76	Stocks owned.....	209,561 76		
1,017,999 56	Cash and current assets.....	1,138,326 16	120,326 60	
	Other assets:			
135,396 67	Equipment trusts.....	186,554 51	51,157 84	
268,585 12	Materials and supplies.....	395,002 32	126,417 20	
476,443 06	Sinking fund.....	480,914 46	4,471 40	
<b>\$32,644,899 74</b>	<b>Grand total.....</b>	<b>\$33,246,685 56</b>	<b>\$601,785 84</b>	
	<b>Liabilities.</b>			
\$12,747,000 00	Capital stock.....	\$12,747,000 00		
18,141,000 00	Funded debt.....	18,432,900 00	\$291,900 00	
679,817 82	Current liabilities.....	744,274 46	64,456 64	
204,328 99	Accrued interest on funded debt not yet payable.....	212,524 16	8,195 17	
631,913 31	Amounts represented by equipment trusts and sinking funds per contract to be credited to construction and equipment accounts when the sinking fund applies to reduce bonded debt....	720,749 45	88,836 14	
240,839 62	Profit and loss.....	389,237 51	148,397 89	
<b>\$32,644,899 74</b>	<b>Grand total.....</b>	<b>\$33,246,685 56</b>	<b>\$601,785 84</b>	

## KANSAS CITY &amp; NORTHERN CONNECTING RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$1,323 03
Due from agents.....	3,710 31
Due from solvent companies and individuals.....	69,136 44
Net traffic balances due from other companies.....	18,543 23
Other cash assets (excluding premium on insurance).....	279 52
Balance—current liabilities.....	301,891 90
Total.....	\$394,884 43
Current liabilities accrued to and including June 30, 1900:	
Receiver's certificates.....	\$9,000 00
Loans and bills payable.....	55,377 00
Audited vouchers and accounts.....	89,137 66
Wages and salaries.....	68 21
Matured interest coupons unpaid (including coupons due).....	139,000 00
Miscellaneous.....	102,301 56
Total.....	\$394,884 43
Materials and supplies on hand.....	\$5,133 79

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Yearended June 30, 1900.	
			Increase.	Decrease.
\$5,976,074 01	Cost of road.....	\$6,246,265 27	\$270,191 26	
28,055 07	Cost of equipment.....	30,235 69	2,180 62	
51,021 15	Cash and current assets.....	92,992 53	41,971 38	
25,497 48	Other assets:			
	Equipment trusts.....	22,888 44		\$2,609 04
158,526 20	Materials and supplies.....	5,133 79	5,133 79	
	Profit and loss.....	259,257 15	100,730 95	
\$8,239,173 91	Grand total.....	\$6,656,772 87	\$417,598 96	
	Liabilities.			
\$3,000,000 00	Capital stock.....	\$3,000,000 00		
2,974,000 00	Funded debt.....	3,239,000 00	\$265,000 00	
239,676 43	Current liabilities.....	394,884 43	155,208 00	
25,497 48	Equipment contract.....	22,888 44		\$2,609 04
\$8,239,173 91	Grand total....	\$6,656,772 87	\$417,598 96	

## KANSAS CITY, PITTSBURG &amp; GULF RAILROAD COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Due from agents.....	\$3,983 94
Due from solvent companies and individuals.....	99,446 87
Net traffic balances due from other companies.....	13,945 91
Other cash assets (excluding "materials and supplies").....	21,515 79
Balance—current liabilities.....	821,657 21
<b>Total.....</b>	<b>\$900,549 72</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Receiver's certificates.....	\$800,000 00
Audited vouchers and accounts.....	59,233 47
Wages and salaries.....	9,538 51
Unpaid interest on receiver's certificates, matured interest unpaid, (including coupons due July 1).....	14,893 34
Miscellaneous.....	52,061 90
Cash overdraft.....	24,822 50
<b>Total.....</b>	<b>\$900,549 72</b>

Note—This net liability represents expenditures by receivers for construction, equipment and betterments and for obligations of the estate of the K. C., P. & G. railroad, over and above all net revenue of the receivers and will be discharged out of proceeds of securities of the K. C. S. Railway Company when the reorganization shall have been completed.

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total March 31, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
.....	{ Cost of road. }			
.....	{ Cost of equipment. }	\$923,000 33		
.....	Reorganization expenses.....	21,029 37		
.....	Other assets.....			
.....	Sundries.....	62,385 90		
.....	K. C., P. & G. Railroad Company.....	126,109 76		
.....	The K. C. Southern Railway Company.....	441,932 84		
.....	<b>Grand total.....</b>	<b>\$1,574,458 20</b>		
.....	<b>Liabilities.</b>			
.....	Current liabilities.....	\$321,657 21		
.....	Profit and loss.....	752,800 99		
.....	<b>Grand total.....</b>	<b>\$1,574,458 20</b>		

## KANSAS CITY, ST. JOSEPH &amp; COUNCIL BLUFFS RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$144,340 65
Due from agents.....	10,054 52
Due from solvent companies and individuals.....	362,267 42
Other cash assets (excluding "materials and supplies").....	1 153 60
Balance—current liabilities.....	60,605 10
Total.....	\$578,421 49
Current liabilities accrued to and including June 30, 1900:	
Audited vouchers and accounts.....	\$319,548 75
Wages and salaries.....	82 252 24
Matured interest coupons unpaid (including coupons due).....	176,620 50
Total.....	\$578,421 49
Materials and supplies on hand.....	\$154,761 63

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900	
			Increase.	Decrease.
\$11,977,748 40	Cost of road.....	\$12,177,066 47	\$199,318 07	
1,537,171 82	Cost of equipment.....	1,601,435 54	64,263 72	
55,000 00	Stocks owned.....	55,010 00	10 00	
32,765 99	Lands owned.....	32,765 99		
698,689 88	Cash and current assets.....	517,816 19		\$180,873 69
	Other assets:			
173,272 10	Materials and supplies.....	154,761 63		18,510 47
21,000 00	Sinking fund.....			21,000 00
122 51	Excess matured over accrued interest.....	122 51		
\$14,495,761 70	Grand total.....	\$14,538,969 33	\$43,207 63	
	Liabilities.			
\$3,050,493 00	Capital stock.....	\$3,092,493 00	\$42,000 00	
5,830,016 48	Funded debt.....	5,858,016 48	28,000 00	
522,808 15	Current liabilities.....	578,421 49	54,613 34	
233,165 14	Accounts not liabilities.....	150,241 04		\$82,924 10
1,783,663 18	Income accounts.....	1,785,065 32	1,392 14	
74,615 75	Profit and loss.....	74,742 00	126 25	
\$14,495,761 70	Grand total.....	\$14,538,969 33	\$43,207 63	

## KANSAS CITY, ST. LOUIS &amp; CHICAGO RAILROAD COMPANY.

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900	
			Increase.	Decrease.
\$5,021,800 00	Cost of road.....	\$5,021,800 00		
\$5,021,800 00	Grand total.....	\$5,021,800 00		
	Liabilities.			
\$2,021,800 00	Capital stock.....	\$2,021,800 00		
3,000,000 00	Funded debt.....	3,000,000 00		
\$5,021,800 00	Grand total.....	\$5,021,800 00		

## \*KANSAS CITY SOUTHERN RAILWAY COMPANY.

*Current Assets and Liabilities.*

(Excluding transactions of Reorganization Committee.)

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$308,371 65
Due from agents.....	7,898 93
Due from solvent companies and individuals.....	128,557 77
Net traffic balances due from other companies.....	73,122 05
Balance—current liabilities.....	23,209 51
<b>Total.....</b>	<b>\$541,159 51</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Audited vouchers and accounts.....	\$288,919 35
Wages and salaries.....	188,702 90
Miscellaneous.....	63,537 66
<b>Total.....</b>	<b>\$541,159 91</b>
<b>Materials and supplies on hand.....</b>	<b>\$497,371 07</b>

No complete balance sheet of the Kansas City Southern Railway Company can be made until the Reorganization Committee shall have completed its labors and made its report.

\*Successor to Kansas City, Pittsburg & Gulf R. R. Co., April 1, 1900.

## KANSAS CITY SUBURBAN BELT RAILROAD COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$3,969 50
Bills receivable.....	23,237 19
Due from agents.....	2,721 67
Due from solvent companies and individuals.....	228,947 13
Other cash assets (excluding "materials and supplies").....	17,826 19
Balance—current liabilities.....	670,176 49
<b>Total.....</b>	<b>\$946,878 17</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Loans and bills payable.....	\$600,266 89
Audited vouchers and accounts.....	77,985 52
Wages and salaries.....	13,616 94
Net traffic balances due to other companies.....	1,930 49
Matured interest coupons unpaid (including coupons due).....	158,145 00
Miscellaneous.....	94,933 33
<b>Total.....</b>	<b>\$946,878 17</b>
Materials and supplies on hand.....	\$46,179 34

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$3,794,200 50	{ Cost of road.....	\$3,317,989 08		\$431,211 42
5,945 07	{ Cost of equipment.....	154,688 57	\$148,743 50	
580,488 99	Stocks owned.....	208,200 00	268,200 00	
46,067 31	Bonds owned.....	276,701 68		312,787 31
3,647 66	Cash and current assets.....			
	Other assets:			
	Equipment trusts.....	30,437 15		15,630 16
	Materials and supplies.....	46,179 34	42,531 68	
	K. C., P. & G. R. R. Co.....	107,130 13	107,130 13	
	Receivers K. C., P. & G. R. R.....	492 62	492 62	
	The Kansas City Southern Railway Co.....	22,087 69	22,087 69	
21,323 29	Profit and loss.....	12,247 04	12,247 04	
	Income.....	643,450 32	622,127 05	
<b>\$9,415,672 82</b>	<b>Grand total.....</b>	<b>\$9,879,603 62</b>	<b>\$463,930 80</b>	
	<b>Liabilities.</b>			
\$4,750,000 00	Capital stock.....	\$4,750,000 00		
4,096,067 31	Funded debt.....	4,080,437 15		\$15,630 16
502,313 86	Current liabilities.....	946,878 17	\$444,564 31	
67,291 65	Accrued interest on funded debt not yet payable.....	67,291 65		
	K. C., P. & G. Reorganization Committee.....	34,996 65	34,996 65	
<b>\$9,415,672 82</b>	<b>Grand total.....</b>	<b>\$9,879,603 62</b>	<b>\$463,930 80</b>	

## KEOKUK &amp; WESTERN RAILROAD COMPANY,

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$39,518 92
Due from agents.....	819 44
Due from solvent companies and individuals.....	27,674 95
Balance—current liabilities.....	2,902 55
<b>Total.....</b>	<b>\$70,915 86</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Audited vouchers and accounts.....	\$19,788 35
Wages and salaries,.....	27,940 23
Net traffic balances due to other companies.....	4,187 28
Matured interest coupons unpaid (including coupons due).....	19,000 00
<b>Total.....</b>	<b>\$70,915 86</b>
Materials and supplies on hand.....	\$51,842 53

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$5,084,746 30	Cost of road.....	\$5,471,102 30	\$386,356 00	
410,639 49	Cost of equipment.....	410,639 49		
5,024 00	Stocks owned.....	5,024 00		
109,039 53	Cash and current assets.....	68,013 31		\$41,026 22
37,819 20	Other assets:			
	Materials and supplies.....	51,842 53	14,023 33	
<b>\$5,647,268 52</b>	<b>Grand total.....</b>	<b>\$6,006,621 63</b>	<b>\$359,353 11</b>	
	<b>Liabilities.</b>			
\$4,000,000 00	Capital stock authorized.....	\$4,000,000 00		
1,519,965 74	Capital stock unissued.....	1,000,000 00		
87,825 77	Funded debt.....	1,900,000 00	\$380,034 26	
1,491 00	Current liabilities.....	70,915 86		\$16,909 91
37,966 01	Current account balance.....	7,416 94	5,929 94	
	Income account.....	28,288 83		9,697 18
<b>\$5,647,268 52</b>	<b>Grand total.....</b>	<b>\$6,006,621 63</b>	<b>\$359,353 11</b>	



## MISSOURI, KANSAS &amp; TEXAS RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash .....	\$712,264 28
Due from agents .....	789,921 95
Due from solvent companies and individuals. .... }	
Net traffic balances due from other companies, ... }	
Balance -current liabilities .....	327,846 62
Total .....	\$1,830,032 85
Current liabilities accrued to and including June 30, 1900:	
Audited vouchers and accounts .....	\$1,157,752 22
Wages and salaries .....	446,238 05
Net traffic balances due to other companies .....	60,272 58
Matured interest coupons unpaid .....	165,770 00
Total .....	\$1,830,032 85
Materials and supplies on hand .....	\$374,175 18

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$140,504,065 40	{ Cost of road, {	146,015,065 40	\$5,511,000 00	.....
566,979 96	{ Cost of equipment {	471,999 96		\$94,980 00
220,500 00	Stocks owned .....	400 00		220,100 00
634,503 48	Bonds owned .....	1,924,263 30	1,289,759 82	.....
12,874 50	New equipment .....	61,213 86	48,339 36	.....
1,303,492 67	Lands owned .....	1,502,186 23	198,693 56	.....
454,734 06	Cash and current assets .....	574,175 18	119,441 12	.....
	Other assets:			
	Materials and supplies .....			
\$143,897,150 07	Grand total. ....	150,549,303 93	\$6,852,153 86	.....
	Liabilities.			
\$68,462,500 00	Capital stock .....	\$71,193,500 00	\$2,731,000 00	.....
70,743,000 00	Funded debt .....	73,523,000 00	2,780,000 00	.....
1,657,072 51	Current liabilities .....	1,830,032 85	172,960 34	.....
674,450 81	Accrued interest on funded debt not yet payable .....	676,784 15	2,333 34	.....
213,243 75	Street's western stable car line .....	216,713 77	3,470 02	.....
171,940 00	Equipment notes .....	1,140,299 82	968,359 82	.....
130,146 51	Taxes not due .....	133,514 33	3,367 82	.....
300,033 35	Improvement fund .....			\$300,033 35
10,404 00	Sundry accounts .....	1,333 34		9,070 66
1,334,359 14	Muskogee hotel notes .....	48,900 00	48,900 00	.....
	Profit and loss .....	1,785,225 67	450,866 53	.....
\$143,897,150 07	Grand total. ....	150,549,303 93	\$6,852,153 86	.....

## MISSOURI MIDLAND RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$14,450 17
Balance—current liabilities.....	12 759 73
<b>Total.....</b>	<b>\$27,209 90</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Loans and bills payable.....	\$5,541 00
Audited vouchers and accounts.....	5,132 40
Wages and salaries.....	5,886 50
Matured interest coupons unpaid, including coupons due.....	10,650 00
<b>Total.....</b>	<b>\$27,209 90</b>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
.....	{ Cost of road			
.....	{ Cost of equipment	\$284,000 00		
.....	Cash and current assets.....	27,209 90		
	<b>Grand total.....</b>	<b>\$311,209 90</b>		
	<b>Liabilities.</b>			
.....	Capital stock.....	\$142,000 00		
.....	Funded debt.....	142,000 00		
.....	Current liabilities.....	5,541 00		
.....	Accrued interest on funded debt not yet payable.....	10,650 00		
.....	Wages paid.....	5,886 50		
.....	Vouchers.....	5,132 40		
	<b>Grand total.....</b>	<b>\$311,209 90</b>		

## MISSOURI PACIFIC RAILWAY COMPANY AND BRANCH LINES.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$738,063 84
Due from agents.....	340,891 53
Due from solvent companies and individuals.....	1,675,244 36
Other cash assets (excluding "materials and supplies").....	1,909,000 00
United States account transportation passengers, freight and mails.....	340,729 95
Balance—current liabilities.....	1,647,831 76
Total.....	<u>\$6,651,761 44</u>
Current liabilities accrued to and including June 30, 1900:	
Loans and bills payable.....	\$2,666,217 58
Audited vouchers and accounts.....	1,409,703 85
Wages and salaries.....	962,143 86
Net traffic balances due to other companies.....	140,647 76
Matured interest coupons unpaid (including coupons due).....	119,732 50
Rents due July 1, L. R. & C. V. A. L.....	13,000 00
Miscellaneous.....	1,310,315 89
Total.....	<u>\$6,651,761 44</u>
Materials and supplies on hand.....	<u>\$1,458,668 33</u>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$51,771,507 58	{ Cost of road {	\$53,426,813 50	\$1,655,310 92	
28,720,144 04	{ Cost of equipment {	28,873,443 73	153,299 69	
27,127,575 51	Stocks owned.....	30,116,754 06	2,989,178 55	
831,473 31	Bonds owned.....	813,331 68		\$18,141 65
814,255 19	Other permanent investments.....	993,776 43	179,521 24	
6,011,713 00	Lands owned.....	5,003,929 68		1,007,783 32
1,072,502 23	Cash and current assets.....	1,458,668 33	386,166 10	
517,028 19	Other assets:	24,789 52	24,789 52	
	Materials and supplies.....			517,028 19
	Sundries.....			
	Profit and loss.....			
<u>\$116,866,199 05</u>	Grand total.....	<u>\$120,711,511 91</u>	<u>\$3,845,312 86</u>	
	Liabilities.			
\$47,447,825 00	Capital stock.....	\$50,432,150 00	\$2,984,325 00	
62,138,000 00	Funded debt.....	62,138,000 00		
6,047,475 22	Current liabilities.....	6,651,761 44	604,286 22	
843,980 20	Accrued interest on funded debt not yet payable.....	843,980 20		
388,918 63	Other liabilities:			
	Sundries.....			\$388,918 63
	Profit and loss.....	645,620 27	645,620 27	
<u>\$116,866,199 05</u>	Grand total.....	<u>\$120,711,511 91</u>	<u>\$3,845,312 86</u>	

## MISSOURI SOUTHERN RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Balance—current liabilities.....	\$208,127 76
Total.....	\$208,127 76
Current liabilities accrued to and including June 30, 1900:	
Loans and bills payable.....	\$207,540 54
Miscellaneous.....	587 22
Total.....	\$208,127 76
Materials and supplies on hand.....	\$2,080 57

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Yearended June 30, 1900.	
			Increase.	Decrease.
\$199,930 56	Cost of road.....	\$248,843 44	\$48,912 88	
27,855 82	Cost of equipment.....	29,911 85	2,056 03	
2,344 77	Other assets:			
	Materials and supplies.....	2,080 57		\$264 20
	Profit and loss.....	7,291 90	7,291 90	
\$230,131 15	Grand total.....	\$288,127 76	\$57,996 61	
	Liabilities:			
\$80,000 00	Capital stock.....	\$80,000 00		
144,280 36	Current liabilities.....	208,127 76	\$63,867 40	
5,870 79	Profit and loss.....	7,291 90	1,421 11	
\$230,131 15	Grand total.....	\$295,419 66	\$65,288 51	

## MISSISSIPPI RIVER &amp; BONNE TERRE RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$15,104 22
Due from agents.....	17,406 27
Due from solvent companies and individuals.....	152,002 03
Balance—current liabilities.....	69,959 84
<b>Total.....</b>	<b>\$254,472 36</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Loans and bills payable.....	\$147,077 32
Audited vouchers and accounts.....	94,023 04
Wages and salaries.....	1,946 63
Net traffic balances due to other companies.....	11,425 37
<b>Total.....</b>	<b>\$254,472 36</b>
Materials and supplies on hand.....	\$55,835 77

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$978,693 20	Cost of road.....	\$978,693 20		
136,992 87	Cost of equipment.....	136,992 87		
33,652 90	Stocks owned.....	32,644 84		\$1,008 06
133,033 05	Cash and current assets.....	184,512 52	\$51,479 47	
	Other assets:			
27,923 07	Materials and supplies.....	55,935 77	27,912 70	
74,150 90	Sundries.....	120,290 45	46,139 55	
<b>\$1,384,445 99</b>	<b>Grand total.....</b>	<b>\$1,508,969 65</b>	<b>\$124,523 66</b>	
	<b>Liabilities.</b>			
\$600,000 00	Capital stock.....	\$600,000 00		
500,000 00	Funded debt.....	500,000 00		
173,316 03	Current liabilities.....	245,472 36	\$81,156 33	
20,000 00	Accrued interest on funded debt not yet payable.....	29,000 00		
91,129 96	Profit and loss.....	134,497 29	43,367 33	
<b>\$1,384,445 99</b>	<b>Grand total.....</b>	<b>\$1,508,969 65</b>	<b>\$124,523 66</b>	

## OMAHA, KANSAS CITY &amp; EASTERN RAILROAD COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$2,590 71
Due from agents.....	8,404 84
Due from solvent companies and individuals.....	200,300 03
Net traffic balances due from other companies.....	19,919 12
Other cash assets (excluding "premium on insurance").....	600 96
Balance—current liabilities.....	549,011 22
<b>Total.....</b>	<b>\$780,826 88</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Audited vouchers and accounts.....	\$229,581 20
Wages and salaries.....	62,186 66
Matured interest coupons unpaid (including coupons due).....	13,600 00
Guaranteed interest on Q., O. & K. O. R'y bonds.....	48,905 68
Miscellaneous.....	426,553 34
<b>Total.....</b>	<b>\$780,826 88</b>
<b>Materials and supplies on hand.....</b>	<b>\$35,463 70</b>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900	
			Increase.	Decrease.
\$2,588,166 43	Cost of road.....	\$2,762,957 25	\$174,790 82	
416,007 47	Cost of equipment.....	505,743 83	89,736 36	
122,468 06	Cash and current assets.....	231,815 66	109,347 60	
	Other assets:			
404,413 80	Equipment trusts.....	432,622 41	28,208 61	
2,761 20	Materials and supplies.....	35,463 70	32,702 50	
155,345 80	Profit and loss.....	121,246 44		\$34,099 36
<b>\$3,689,162 76</b>	<b>Grand total.....</b>	<b>\$4,089,849 29</b>	<b>\$400,686 53</b>	
	<b>Liabilities.</b>			
\$1,428,000 00	Capital stock.....	\$1,428,000 00		
1,428,000 00	Funded debt.....	1,428,000 00		
394,620 46	Current liabilities.....	780,826 88	\$386,206 42	
26,763 92	Accrued interest on funded debt not yet payable.....	20,400 00		\$6,363 92
404,413 80	Equipment contract.....	432,622 41	28,208 61	
7,364 58	Taxes accrued but not due.....			7,364 58
<b>\$3,689,162 76</b>	<b>Grand total.....</b>	<b>\$4,089,849 29</b>	<b>\$400,686 53</b>	

## OMAHA &amp; ST. LOUIS RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$1,017 20
Due from agents....	11,369 57
Due from solvent companies and individuals.....	120,470 83
Other cash assets, excluding premium on insurance.....	517 10
Balance—current liabilities.....	744,344 42
Total.....	<u>\$877,719 12</u>
Current liabilities accrued to and including June 30, 1900:	
Audited vouchers and accounts.....	\$230,622 93
Wages and salaries.....	382 54
Net traffic balances due to other companies.....	26,806 93
Matured interest coupons unpaid (including coupons due).....	95,040 00
Miscellaneous.....	524,866 72
Total.....	<u>\$877,719 12</u>
Materials and supplies on hand.....	\$53,588 88

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$5,070,509 23	Cost of road.....	\$5,262,607 97	\$192,098 74	.....
5,569 00	Cost of equipment.....	21,704 03	16,135 03	.....
121,125 01	Cash and current assets.....	133,374 70	12,249 69	.....
	Other assets.....			.....
	Equipment trusts.....	54,450 23	54,450 23	.....
16,521 65	Material and supplies.....	53,588 88	37,067 23	.....
210,772 49	Profit and loss.....	374,443 54	163,671 05	.....
<u>\$5,424,497 38</u>	Grand total.....	<u>\$5,900,169 35</u>	<u>\$475,671 97</u>	.....
	Liabilities.			
\$2,592,000 00	Capital stock.....	\$2,592,000 00	.....	.....
2,376,000 00	Funded debt.....	2,376,000 00	.....	.....
456,497 38	Current liabilities.....	877,719 12	\$421,221 74	.....
	Equipment trust.....	54,450 23	54,450 23	.....
<u>\$5,424,497 38</u>	Grand total.....	<u>\$5,900,169 35</u>	<u>\$475,671 97</u>	.....

## PARAGOULD SOUTHEASTERN RAILWAY CO.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$3,145 05
Due from agents.....	266 07
Other cash assets (excluding "materials and supplies").....	245 30
Balance—current liabilities.....	16,617 51
<b>Total.....</b>	<b>\$20,273 93</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Loans and bills payable.....	\$8,645 45
Audited vouchers and accounts.....	6,979 29
Wages and salaries.....	1,371 11
Net traffic balances due to other companies.....	55 37
Matured interest coupons unpaid (including coupons due).....	3,000 00
Miscellaneous.....	222 71
<b>Total.....</b>	<b>\$20,273 93</b>
<b>Materials and supplies on hand.....</b>	<b>\$5,196 15</b>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Yearend June 30, 1900.	
			Increase.	Decrease.
\$232,736 41	Cost of road.....	\$237,252 93	\$4,516 52	
4,900 00	Cost of equipment.....	10,050 00	5,150 00	
7,066 83	Cash and current assets.....	3,656 42		\$3,410 41
3,091 56	Other assets:			
	Materials and supplies.....	5,196 15	2,104 59	
<b>\$247,794 80</b>	<b>Grand total.....</b>	<b>\$256,155 50</b>	<b>\$8,360 70</b>	
	<b>Liabilities.</b>			
\$100,000 00	Capital stock.....	\$100,000 00		
100,000 00	Funded debt.....	100,000 00		
19,602 72	Current liabilities.....	20,273 93	\$671 21	
28,192 08	Profit and loss.....	35,881 57	7,689 49	
<b>\$247,794 80</b>	<b>Grand total.....</b>	<b>\$256,155 50</b>	<b>\$8,360 70</b>	



## QUINCY, OMAHA &amp; KANSAS CITY RAILROAD COMPANY.

(Leased to Omaha, K. C. &amp; Eastern R'y Co.)

*Comparative General Balance Sheet.*

Total June 30, 1899.	Liabilities.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$1,500,000 00	Capital stock.....	\$1,500,000 00		
250,000 00	Funded debt.....	250,000 00		
1,478,400 00	Old obligations.....	1,478,400 00		
\$3,228,400 00	Grand total.....	\$3,228,400 00		

## ROCKPORT, LANGDON &amp; NORTHERN RAILWAY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$1,165 55
Balance—current liabilities.....	2,584 45
Total.....	\$3,750 00
Current liabilities accrued to and including June 30, 1900:	
Matured interest coupons unpaid (including coupons due).....	\$3,750 00
Total.....	\$3,750 00

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$80,000 00	Cost of road.....	\$80,000 00		
1,280 03	Cash and current assets.....	1,165 55		\$114 48
	Other assets:			
1,569 97	Profit and loss.....	2,584 45	\$1,014 48	
\$82,850 00	Grand total.....	\$83,750 00	\$900 00	
	Liabilities.			
\$55,000 00	Capital stock.....	\$55,000 00		
25,000 00	Funded debt.....	25,000 00		
2,850 00	Accrued interest on funded debt not yet payable.....	3,750 00	\$900 00	
\$82,850 00	Grand total.....	\$83,750 00	\$900 00	

## ST. JOSEPH &amp; GRAND ISLAND RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash .....	\$83,010 67
Due from agents .....	64,246 79
Due from solvent companies and individuals .....	90,970 48
Net traffic balances due from other companies .....	4,111 43
Balance—current liabilities .....	201,937 33
<b>Total .....</b>	<b>\$444,276 70</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Audited vouchers and accounts .....	\$167,272 47
Wages and salaries .....	31,050 98
Net traffic balances due to other companies .....	55,085 38
Dividends not called for .....	54,976 00
Matured interest coupons unpaid (including coupons due) .....	55,085 00
Rents due July 1 .....	1,679 55
Miscellaneous .....	79,117 32
<b>Total .....</b>	<b>\$444,276 70</b>
<b>Materials and supplies on hand .....</b>	<b>\$91,508 78</b>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$16,959,932 11	Cost of road .....	\$16,995,202 53	\$35,250 42	.....
182,113 73	Cost of equipment .....	231,256 65	49,142 92	.....
251,788 65	Cash and current assets .....	242,339 37	.....	\$9,449 28
41,505 37	Other assets:			
	Materials and supplies .....	91,508 73	50,003 36	.....
	Sundries .....	1,448 83	1,448 83	.....
<b>\$17,435,359 86</b>	<b>Grand total .....</b>	<b>\$17,561,756 11</b>	<b>\$126,396 25</b>	.....
	<b>Liabilities.</b>			
\$13,237,600 00	Capital stock .....	\$13,527,600 00	.....	.....
3,500 000 00	Funded debt .....	3,500 000 00	.....	.....
371,540 32	Current liabilities .....	444,276 70	\$72,686 38	.....
36,169 54	Profit and loss .....	89,879 41	53,709 87	.....
<b>\$17,435,359 86</b>	<b>Grand total .....</b>	<b>\$17,561,756 11</b>	<b>\$126,396 25</b>	.....

## ST. JOSEPH TERMINAL RAILROAD.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$11,218 38
Due from solvent companies and individuals.....	31,315 21
Total.....	<u>\$42,533 49</u>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Audited vouchers and accounts.....	\$12,521 04
Wages and salaries.....	13,848 02
Matured interest coupons unpaid (including coupons due).....	7,291 66
Balance—cash assets.....	8,872 77
Total.....	<u>\$42,533 49</u>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$622,199 42	Cost of road.....	\$622,405 51	\$206 09	
18,721 72	Cost of equipment .....	18,721 72		
50,635 87	Cash and current assets.....	42,533 49		\$8,102 38
31,828 01	Other assets:			
	Materials and supplies.....			31,828 01
<u>\$723,385 02</u>	<b>Grand total.....</b>	<u>\$683,660 72</u>		<u>\$39,724 50</u>
	<b>Liabilities.</b>			
\$300,000 00	Capital stock.....	\$300,000 00		
350,000 00	Funded debt.....	350,000 00		
59,844 37	Current liabilities.....	26,369 06		\$33,475 31
7,291 66	Accrued interest on funded debt not yet payable.....	7,291 66		
6,248 99	Profit and loss.....			6,248 99
<u>\$723,385 02</u>	<b>Grand total .....</b>	<u>\$683,660 72</u>		<u>\$39,724 50</u>

## ST. LOUIS &amp; HANNIBAL RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$69,059 05
Due from agents.....	1,675 04
Due from solvent companies and individuals.....	665 81
Net traffic balances due from other companies.....	3,244 01
Balance—current liabilities.....	259,045 86
<b>Total.....</b>	<b>\$333,689 77</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Wages and salaries.....	\$1,849 89
Net traffic balances due to other companies.....	5,925 66
Matured interest coupons unpaid (including coupons due).....	323,150 60
Miscellaneous.....	2,704 82
<b>Total.....</b>	<b>\$333,689 77</b>
<b>Materials and supplies on hand.....</b>	<b>\$7,671 76</b>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$1,094,639 88	Cost of road.....	\$1,067,319 88		\$27,320 00
85,925 62	Cost of equipment.....	28,349 80	\$28,349 80	
8,528 30	Cash and current assets.....	74,643 91		11,281 71
177,671 52	Other assets:			
	Materials and supplies.....	7,671 76		856 54
	Profit and loss.....	247,704 42	70,032 90	
<b>\$1,366,765 32</b>	<b>Grand total.....</b>	<b>\$1,425,689 77</b>	<b>\$58,924 45</b>	
	<b>Liabilities.</b>			
\$462,000 00	Capital stock.....	\$462,000 00		
630,000 00	Funded debt.....	630,000 00		
274,765 32	Current liabilities.....	333,689 77	\$58,924 45	
<b>\$1,366,765 32</b>	<b>Grand total.....</b>	<b>\$1,425,689 77</b>	<b>\$58,924 45</b>	

## ST. LOUIS, IRON MOUNTAIN &amp; SOUTHERN RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$130,834 30
Bills receivable.....	1,040 00
Due from solvent companies and individuals .....	1,103,433 74
Other cash assets (excluding "materials and supplies").....	252,102 70
Coupon notes Little Rock & Fort Smith R'y.....	253,435 00
Total.....	\$1,800,845 74
Current liabilities accrued to and including June 30, 1900:	
Loans and bills payable .....	\$509,382 40
Matured interest coupons unpaid (including coupons due).....	392,353 15
Miscellaneous.....	97,004 55
Balance—cash assets.....	802,105 64
Total.....	\$1,800,845 74

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1901	
			Increase.	Decrease.
\$68,618,285 93	{ Cost of road.....	\$68,645,377 36	\$28,091 43	.....
4,544,129 95	{ Cost of equipment.....	4,144,130 95	1 00	.....
3,897,285 22	Stocks owned.....	21,105,598 70	17,208,313 48	.....
514,194 89	Bonds owned.....	514,195 89	1 00	.....
1,760,490 09	Lands owned other than grants.....	1,554,727 80		\$205,762 29
4,435 15	Land grant, Arkansas.....	43,504 82	39,069 67	.....
1,709,031 59	Land grant, Missouri.....	1,800,845 74	91,814 15	.....
253,120 94	Cash and current assets.....	466,318 52	213,197 58	.....
	Other assets:			
	Sundries.....			
\$81,800,973 76	Grand total.....	\$98,675,699 78	\$17,374,726 02	.....
	Liabilities.			
\$25,795,055 00	Capital stock.....	\$25,795,055 00		.....
48,116,542 88	Funded debt.....	66,970,556 36	\$18,854,013 48	.....
3,487,635 35	Current liabilities.....	998,740 10		\$2,488,895 25
584,170 58	Accrued interest on funded debt not yet payable.....	600,913 84	16,743 26	.....
3,317,569 95	Profit and loss.....	4,310,434 48	992,864 53	.....
\$81,800,973 76	Grand total.....	\$98,675,699 78	\$17,374,726 02	.....

## ST. LOUIS, KENNETT &amp; SOUTHERN RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Due from agents.....	\$330 28
Due from solvent companies and individuals.....	679 99
Balance—current liabilities.....	10,736 65
<b>Total.....</b>	<b>\$11,796 92</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Audited vouchers and accounts.....	\$11,796 92
<b>Total.....</b>	<b>\$11,796 92</b>
<b>Materials and supplies on hand.....</b>	<b>\$839 91</b>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$785,195 83	Cost of road.....	\$789,493 52	\$4,297 69	
16,423 62	Cost of equipment.....	21,163 12	4,739 50	
839 91	Other assets:			
	Materials and supplies.....	839 91		
<b>782,459 36</b>	<b>Grand total.....</b>	<b>\$791,496 55</b>	<b>\$9,037 19</b>	
	<b>Liabilities.</b>			
\$430,000 00	Capital stock.....	\$430,000 00		
285,000 00	Funded debt.....	285,000 00		
11,381 47	Current liabilities.....	10,736 65		\$644 82
56,077 89	Profit and loss.....	65,759 90	\$9,682 01	
<b>\$782,459 36</b>	<b>Grand total.....</b>	<b>\$791,496 55</b>	<b>\$9,037 19</b>	

## ST. LOUIS, KEOKUK &amp; NORTHWESTERN RAILROAD COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$41,481 81
Bills receivable.....	207,611 94
Due from agents.....	54,565 10
Due from solvent companies and individuals.....	190,855 92
Other cash assets (excluding "materials and supplies").....	1,972 34
<b>Total.....</b>	<b>\$536,487 11</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Loans and bills payable.....	\$125,830 56
Audited vouchers and accounts.....	313,556 17
Wages and salaries.....	70,074 95
Miscellaneous.....	1,600 00
Balance—Cash assets.....	25,425 23
<b>Total.....</b>	<b>\$536,487 11</b>
<b>Materials and supplies on hand.....</b>	<b>\$54,668 61</b>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900. *	Year ending June 30, 1900.	
			Increase.	Decrease.
\$15,870,978 72	Cost of road.....	\$15,994,445 93	\$123,467 21	.....
589,409 84	Cost of equipment.....	593,961 99	4,552 15	.....
7,800 00	Stocks owned.....	7,800 00	.....	.....
47,611 50	Other permanent investments.....	.....	.....	\$47,611 50
613,829 78	Cash and current assets.....	536,487 11	.....	77,342 67
	<b>Other assets:</b>			
57,638 84	Materials and supplies.....	54,668 61	.....	2,970 23
19 35	Sundries.....	890 26	870 91	.....
<b>\$17,187,288 03</b>	<b>Grand total.....</b>	<b>\$17,188,253 90</b>	<b>\$965 87</b>	.....
	<b>Liabilities.</b>			
\$5,443,800 00	Capital stock.....	\$5,443,800 00	.....	.....
10,150,000 00	Funded debt.....	10,150,000 00	.....	.....
505,271 85	Current liabilities.....	511,061 68	.....	\$54,210 17
74,072 18	Accounts—not liabilities.....	125,455 58	\$51,383 40	.....
911,486 34	Income account.....	915,072 24	3,585 90	.....
42,657 66	Profit and loss.....	42,864 40	206 74	.....
<b>\$17,187,288 03</b>	<b>Grand total.....</b>	<b>\$17,188,253 90</b>	<b>\$965 87</b>	.....

## ST. LOUIS &amp; MEMPHIS RAILROAD.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$800 00
<b>Total.....</b>	<b>\$800 00</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Miscellaneous.....	\$800 00
<b>Total.....</b>	<b>\$800 00</b>

## ST. LOUIS MERCHANTS' BRIDGE TERMINAL RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$193,609 39
Bills receivable.....	14,791 41
Due from agents.....	7,415 48
Due from solvent companies and individuals.....	285,917 38
Balance—current liabilities.....	1,272,503 35
<b>Total.....</b>	<b>\$1,774,236 99</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Loans and bills payable.....	\$591,301 08
Audited vouchers and accounts.....	\$1,073,503 50
Wages and salaries.....	16,736 10
Net traffic balances due to other companies.....	3,507 56
Matured interest coupons unpaid (including coupons due).....	89,187 50
Miscellaneous.....	1 25
<b>Total.....</b>	<b>\$1,774,236 99</b>
<b>Materials and supplies on hand.....</b>	<b>\$1,285 45</b>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$4,642,413 08	Cost of road.....	\$4,642,413 08		
168,568 77	Cost of equipment.....	164,282 11		\$4,286 66
1,500,000 00	Stocks owned.....	1,500,000 00		
265,000 00	Bonds owned.....	265,000 00		
138,366 23	Other permanent investments.....	143,132 77	\$4,766 54	
412,172 93	Cash and current assets.....	501,733 64	89,560 71	
	Other assets:			
723 64	Materials and supplies.....	1,265 45	541 81	
1,104,503 63	Profit and loss.....	1,106,513 61	2,009 98	
<b>\$8,231,748 28</b>	<b>Grand total.....</b>	<b>\$8,324,340 66</b>	<b>\$92,592 38</b>	
	<b>Liabilities.</b>			
\$2,939,500 00	Capital stock.....	\$2,939,500 00		
3,500,000 00	Funded debt.....	3,500,000 00		
1,684,705 29	Current liabilities.....	1,774,236 99	\$89,531 70	
43,750 02	Accrued interest on funded debt not yet payable.....	43,750 02		
5,071 13	Accrued interest on loans.....	4,933 65		\$137 48
50,000 00	Accrued rentals.....	51,693 98	1,693 98	
8,721 84	Accrued taxes.....	10,226 02	1,504 18	
<b>\$8,231,748 28</b>	<b>Grand total.....</b>	<b>\$8,324,340 66</b>	<b>\$92,592 38</b>	



## ST. LOUIS &amp; SAN FRANCISCO RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash in treasury and in trust companies.....	\$742,376 21
Due from agents .....	277,073 46
Due from solvent companies and individuals.....	438,946 86
Net traffic balances due from other companies.....	80,557 95
Cost of St. L. & S. F. R. R. Co., consolidated 4-per cent. bonds, acquired for disbursements made under provision of mortgage.....	1,065,461 99
St. Louis & San Francisco Railway trust mortgage of 1880, bonds redeemed....	5,900 83
St. Louis & San Francisco Railway, series "B," bonds redeemed.....	1,116 25
<b>Total.....</b>	<b>\$2,581,433 55</b>
Current liabilities accrued to and including June 30, 1900:	
Audited vouchers and accounts.....	\$327,402 25
Wages and salaries.....	32,252 96
Matured interest coupons unpaid (including coupons due).....	713,863 00
Miscellaneous—liabilities of receiver St. L. & S. F. R'y and prior, and of A. & P. R. R. (C. D.) prior to purchase assumed by this company.....	12,245 75
Balance—cash assets.....	995,669 58
<b>Total.....</b>	<b>\$2,581,433 55</b>
Materials and supplies on hand.....	\$440,143 86

*Comparative General Balance Sheet.*

Total June 30, 1899	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$84,728,540 44	Cost of road.....	\$87,839,912 97	\$3,111,372 53	
2,555,852 08	Cost of equipment....	2,557,092 70	1,240 64	
25,382 00	Stocks owned.....	4,409,276 50	4,383,914 50	
15,000 00	Bonds owned.....	11,000 00		\$4,000 00
	St. L. & S. F. R. R. Co., stock certificates in treasury:			
6,447 10	1st preferred.....			6,447 10
1,723,053 00	2nd preferred.....			1,723,053 00
2,654,095 40	Common.....			2,654,095 40
1,735,527 18	Cash and current assets.....	2,581,433 55	825,906 37	
	Other assets:			
464,986 80	Materials and supplies.....	440,143 86		24,842 94
17,449 52	Sinking fund.....	13,609 53		3,749 99
285,401 18	Sundries.....	193,048 30		92,352 88
	Improvement fund Kansas City Division, 1st mortgage 4-per cent bonds..	306,000 00	306,000 00	
<b>\$94,231,714 68</b>	<b>Grand total.....</b>	<b>\$98,351,607 41</b>	<b>\$4,119,892 73</b>	
	<b>Liabilities.</b>			
\$50,000,000 00	Capital stock.....	\$50,000,000 00		
41,708,850 00	Funded debt.....	45,014,225 00	\$3,305,875 00	
1,305,155 43	Current liabilities.....	1,585,763 97	190,608 54	
202,402 50	Accrued interest on funded debt not yet payable.....	212,627 50	10,225 00	
76,126 46	Taxes accrued not yet due.....	76,507 00	380 54	
81,700 05	Sinking funds accrued not yet due.....	28,180 98		\$53,515 67
103,209 75	Due American Loan and Trust Company on equipment.....	150,206 25		43,087 50
	Kansas City Division, 1st mortgage 4-per cent. bonds held in trust by Trust Co..	306,000 00	306,000 00	
624,560 80	Profit and loss.....	978,096 71	353,506 82	
<b>\$94,231,713 68</b>	<b>Grand total.....</b>	<b>\$98,351,607 41</b>	<b>\$4,119,892 73</b>	

## ST. LOUIS &amp; SOUTHWESTERN RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$537,854 60
Bills receivable.....	7,149 06
Due from agents.....	21,967 28
Due from solvent companies and individuals.....	179,698 54
Net traffic balances due from other companies.....	5,086 09
Due from St. Louis & Southwestern Railway Company of Texas.....	3,103,813 41
Advances to sundry agents to be accounted for.....	17,722 60
Prepaid insurance.....	4,880 80
<b>Total.....</b>	<b>\$3,878,173 28</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Audited vouchers and accounts.....	\$127,661 89
Wages and salaries.....	120,318 73
Matured interest coupons unpaid (including coupons due).....	282,935 70
Balance—cash assets.....	3,367,236 96
<b>Total.....</b>	<b>\$3,878,173 28</b>
<b>Materials and supplies on hand.....</b>	<b>\$266,824 86</b>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$46,392,830 53	Cost of road.....	\$46,405,014 76	\$12,184 23	
1,877,353 48	Cost of equipment.....	1,187,485 24		\$689,868 24
3,000,250 01	Stocks owned.....	3,000,250 01		
15,270,289 20	Bonds owned.....	15,270,289 20		
20,722 81	Construction accounts.....	20,722 81		
339,000 00	Gray's Point Terminal R'y—leasehold...	339,000 00		
27,327 95	Lands owned.....	27,327 95		
3,650,319 77	Cash and current assets.....	3,878,173 28	227,853 51	
	Other assets:			
249,056 71	Equipment trusts—unpaid balance.....	393,364 78	393,364 78	
25,849 72	Materials and supplies.....	266,824 86	17,708 15	
	Sundries.....			25,849 72
<b>\$70,853,000 18</b>	<b>Grand total.....</b>	<b>\$70,788,452 89</b>		<b>\$64,547 29</b>
	<b>Liabilities.</b>			
\$36,500,000 00	Capital stock.....	\$36,500,000 00		
29,412,127 54	Funded debt.....	29,517,679 78	\$105,552 24	
549,858 43	Current liabilities.....	510,936 32		\$38,922 11
134,745 83	Accrued interest on funded debt not yet payable.....	134,745 83		
140,881 44	Equipment replacement fund.....	90,345 18		50,536 26
339,000 00	Gray's Point Terminal Railway Co.—first mortgage bond guaranteed.....	339,000 00		
3,776,386 94	Profit and loss.....	3,695,745 78		80,641 16
<b>\$70,853,000 18</b>	<b>Grand total.....</b>	<b>\$70,788,452 89</b>		<b>\$64,547 29</b>

## ST. LOUIS TRANSFER RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Balance—current liabilities.....	\$284,925 41
Total.....	\$284,925 41
Current liabilities accrued to and including June 30, 1900:	
Loans and bills payable.....	\$284,925 41
Total.....	\$284,925 41

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$487,625 55	Cost of road.....	\$487,859 87	\$234 32	
46,719 00	Cost of equipment.....	46,719 00		
\$514,344 55	Grand total.....	\$514,578 87	\$234 32	
	Liabilities.			
\$199,800 00	Capital stock.....	\$199,800 00		
298,079 60	Funded debt.....	284,925 41		\$13,172 19
15,446 95	Profit and loss.....	29,853 46	\$13,406 51	
\$514,344 55	Grand total.....	\$514,578 87	\$234 32	

## SEDALIA, WARSAW &amp; SOUTHWESTERN RAILWAY COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$1,577 17
Due from agents.....	206 63
Net traffic balances due from other companies.....	3 40
Balance—current liabilities.....	8,608 35
<b>Total .....</b>	<b>\$10,395 55</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Audited vouchers and accounts.....	\$9,741 19
Net traffic balances due to other companies.....	79 98
Miscellaneous.....	574 38
<b>Total .....</b>	<b>\$10,395 55</b>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900	
			Increase.	Decrease.
.....	Cost of road.....	\$516,000 00	.....	.....
.....	Cost of equipment.....	1,787 20	.....	.....
.....	Cash and current assets.....	8,608 35	.....	.....
.....	Other assets:			
.....	Balance—current liabilities .....			
.....	<b>Grand total .....</b>	<b>\$526,395 55</b>		
.....	<b>Liabilities.</b>			
.....	Capital stock.....	\$516,000 00		
.....	Current liabilities .....	10,395 55		
.....	<b>Grand total .....</b>	<b>\$526,395 55</b>		

## SOUTHERN MISSOURI AND ARKANSAS RAILROAD COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$2,681 56
Due from agents.....	1,414 40
Due from solvent companies and individuals.....	17,766 98
Other cash assets (excluding "materials and supplies").....	3,000 00
Balance—current liabilities.....	101,485 04
Total.....	\$126,347 98
Current liabilities accrued to and including June 30, 1900:	
Loans and bills payable.....	\$93,189 46
Audited vouchers and accounts.....	25,597 48
Wages and salaries.....	6,904 38
Net traffic balances due to other companies.....	656 66
Total.....	\$126,347 98
Materials and supplies on hand.....	\$151 30

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$1,825,000 00	Cost of road.....	\$1,582,465 45		
22,663 05	Cash and current assets.....	3,000 00		
	Other assets:	24,862 94		
	Materials and supplies.....	\$151 30		
	Treasury stock.....	47,100 00		
	Bonds owned.....	135,000 00		
	Treasury interest bonds.....	14,000 00		
	Treasury int. dep. bonds.....	11,952 86		
	Trustee bonds int.....	19,948 00		
	Trustee bonds int. dep.....	197,425 68		
	Div. bonds and int. account.....			
\$1,847,663 05	Grand total.....	\$2,035,906 23		
	Liabilities.			
\$1,000,000 00	Capital stock.....	\$1,000,000 00		
25,738 62	Funded debt.....	825,000 00		
	Current liabilities.....	126,347 98		
	Div. bonds.....	84,558 25		
	Grand total.....	\$2,035,906 23		

## TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash.....	\$192,890 48
Due from agents.....	25,943 15
Due from solvent companies and individuals.....	1,180,360 15
Net traffic balances due from other companies.....	48,608 37
<b>Total.....</b>	<b>\$1,447,811 15</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Loans and bills payable.....	\$668,896 65
Audited vouchers and accounts.....	268,878 79
Wages and salaries.....	70,216 65
Matured interest coupons unpaid (including coupons due).....	6,522 50
Miscellaneous.....	5,774 63
Balance—cash assets.....	427,521 93
<b>Total.....</b>	<b>\$1,447,811 15</b>
<b>Materials and supplies on hand.....</b>	<b>\$69,808 86</b>

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$11,830,427 04	{ Cost of road, {	\$12,161,835 22	\$331,408 18	.....
1,740,500 00	{ Cost of equipment, {	1,750,500 00	10,000 00	.....
1,428,451 19	Stocks owned.....	1,447,811 15	19,359 96	.....
	Cash and current assets.....			
41,530 47	Other assets:	69,808 86	28,278 39	.....
	Materials and supplies.....			
<b>\$15,040,908 70</b>	<b>Grand total.....</b>	<b>\$15,429,955 23</b>	<b>\$389,046 53</b>	.....
	<b>Liabilities.</b>			
\$1,441,200 00	Capital stock.....	\$1,441,200 00	.....	.....
11,500,000 00	Funded debt.....	11,600,000 00	\$100,000 00	.....
919,853 44	Current liabilities.....	1,020,289 22	100,435 78	.....
90,000 00	Real estate mortgages.....	90,000 00	.....	.....
172,500 00	Accrued interest on funded debt not yet payable.....	174,583 34	2,083 34	.....
98,241 31	Accrued rentals.....	98,241 31	.....	.....
9,954 60	Accrued taxes.....	1,957 03	.....	\$7,997, 57
2,409 25	Accrued interest.....	2,395 47	.....	13 78
806,750 10	Profit and loss.....	1,001,288 80	194,538 76	.....
<b>\$15,040,908 70</b>	<b>Grand total.....</b>	<b>\$15,429,955 23</b>	<b>\$389,046 53</b>	.....

## WABASH RAILROAD COMPANY.

*Current Assets and Liabilities.*

<b>Cash and current assets available for payment of current liabilities:</b>	
Cash .....	\$962,736 66
Bills receivable.....	14,466 39
Due from agents.....	214,273 72
Net traffic balances due from other companies.....	600,426 62
Other cash assets (excluding "materials and supplies").....	108,748 66
Balance—current liabilities.....	1,425,309 93
<b>Total.....</b>	<b>\$3,325,961 40</b>
<b>Current liabilities accrued to and including June 30, 1900:</b>	
Loans and bills payable.....	\$649,451 16
Audited vouchers and accounts.....	1,258,711 98
Wages and salaries.....	488,303 25
Net traffic balances due to other companies.....	123,087 90
Dividends not called for, due July 1st.....	105,000 00
Matured interest coupons unpaid (including coupons due).....	182,177 00
Miscellaneous.....	519,230 11
<b>Total.....</b>	<b>\$3,325,961 40</b>
Materials and supplies on hand.....	\$955,88 01

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
\$135,033,500 00	Cost of road, .....	\$134,044,500 00		\$89,000 00
206,115 86	Cost of equipment. } .....	206,364 68	\$249 00	
124,001 00	Stock owned.....	124,000 00		1 00
491,976 50	Bonds owned.....	545,550 07	53,573 57	
1,942,517 31	Other permanent investments.....	1,900,651 47		41,865 84
709,517 71	Cash and current assets.....	955,883 01	246,365 30	
825,528 01	Other assets:	659,030 65		166,497 36
	Materials and supplies.....			
	Sundries.....			
<b>\$139,333,156 21</b>	<b>Grand total.....</b>	<b>\$139,335,979 88</b>	<b>\$2,823 67</b>	
	<b>Liabilities.</b>			
\$52,000,000 00	Capital stock.....	\$52,000,000 00		
83,073,000 00	Funded debt.....	83,045,000 00		\$28,000 00
3,427,604 03	Current liabilities.....	3,325,961 40		101,642 63
610,071 24	Accrued interest on funded debt not yet payable.....	587,176 24		22,895 00
222,480 94	Profit and loss.....	377,842 24	\$155,361 30	
<b>\$139,333,156 21</b>	<b>Grand total.....</b>	<b>\$139,335,979 88</b>	<b>\$2,823 67</b>	

## WILLIAMSVILLE, GREENVILLE &amp; ST. LOUIS RAILWAY COMPANY.

*Current Assets and Liabilities.*

Cash and current assets available for payment of current liabilities:	
Cash.....	\$1,067 11
Due from solvent companies and individuals .....	77,698 20
Net traffic balances due from other companies.....	277 26
Other cash assets (excluding "materials and supplies").....	165 00
Balance—current liabilities.....	27,869 02
Total.....	\$107,076 59
Current liabilities accrued to and including June 30, 1900:	
Loans and bills payable.....	\$106,148 00
Miscellaneous.....	928, 59
Total.....	\$107,076 59

*Comparative General Balance Sheet.*

Total June 30, 1899.	Assets.	Total June 30, 1900.	Year ending June 30, 1900.	
			Increase.	Decrease.
.....	Cost of road.....	\$750,000 00	.....	.....
.....	Cost of equipment.....	36,741 10	.....	.....
.....	Cash and current assets.....	79,207 57	.....	.....
.....	Grand total.....	\$865,948 67	.....	.....
Liabilities.				
.....	Capital stock.....	\$375,000 00	.....	.....
.....	Funded debt.....	375,000 00	.....	.....
.....	Current liabilities.....	107,076 59	.....	.....
.....	Profit and loss.....	8,872 08	.....	.....
.....	Grand total.....	\$865,948 67	.....	.....





## PART IV.

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### CORRESPONDENCE AND HEARINGS, WITH ORDERS OF THE BOARD.

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#### REGARDING PASSENGER CHARGES.

February 8, 1900—The following was received:

St. Joseph Mo., Feb. 8, 1900.

To the Honorable Board of Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—Ever since the St. J. & Grand Island has been running into K. C. the mileage has been reduced St. Joe to K. C. to 59 miles, yet the rate of 1.90 every way is still in effect—way.

Respectfully,

J. W. BURTON.

Answered February 9 that the St. Joseph and Grand Island company owns no line between St. Joseph and Kansas City, and runs its trains between those points over tracks of other companies, as follows:

	Miles.
St. Joseph to Gower over A., T. & S. Fe, trackage agreement..	19.95
Gower to Trimble over K. C. & N. Con., lease.....	10.50
Trimble to North Junction over K. C. & N. Con., trackage agree- ment .....	25.10
North Junction to Sub. Junction, C., M. & St. P., trackage agreement .....	1.40
Sub. Junct. to K. C. Sub. Belt, trackage agreement.....	4.20
Miles .....	61.15

At 3 cents per mile aggregate would be \$1.85; estimating 3 cents per mile, 50.65 miles, \$1.50; and 4 cents per mile, branch line, 10.5 miles, 40 cents; aggregate is \$1.90, which is legal, and as charged by the St. Joseph & Grand Island company.

February 13—The following was received:

Washington, Mo., February 12, 1900.

Hon. Board Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—Will you kindly inform me what is the legal cash railroad fare on the Mo. Pac. from South Point, Mo., to Washington, Mo. An early reply will greatly oblige.

Yours very respectfully,

(MISS) OCTAVIA WELLENKAMP.

Answered that legal rate on main line of the Missouri Pacific R'y is three cents per mile for adults, and one and one-half cents per mile for children under 12 years of age. If distance from Washington to South Point is over two miles, the fare will be nine cents. If less than two miles, but over one mile, fare will be six cents.

March 15, 1900—In reply to letter of January 20th, the following was received:

St. Louis, Mo., March 15, 1900.

Mr. Joseph Flory, Chairman R. R. and W. H. Com., Jefferson City, Mo.:

Dear Sir—I am in receipt of yours of January 20th, also of March 8th, calling my attention to the discontinuance of carrying passengers on freight trains. It is true that in some instances the freight train is a convenience to the traveling public, we desire to handle our passenger business on our regular passenger trains, which service is now up to the highest standard, and we believe that if your friends understand the situation they will feel satisfied. If, however, later on we see where we can accommodate passengers by using our local freight trains we will be glad to advise you.

Yours truly,

B. F. YOAKUM.

May 9, 1900—The following was received:

Robertsville, Mo., May 8, 1900.

Mr. Joseph Flory, Jefferson City, Mo.:

Dear Sir—I desire herewith to file complaint against the St. L. & San Francisco R. R. Co. under section 1133, R. S. 1899, both as to discrimination against myself as well as to locality. On May 1 I purchased a ticket at this place to St. Louis and return, paying therefor \$2.15. I came back on the evening of the 2nd inst., but they refused to let me through the gate at Union station, for the reason train No. 7 did not stop at Robertsvillé, but if I would agree to get off at Catawissa, two miles east of Robertsville, I could go through, which I did; but after getting on I tried to induce the conductor to let me off at Robertsville, which he refused to do, stating it was distinctly against orders to stop there; so I had to get off at Catawissa and walk home in the dark (there being no other passengers to get off at Catawissa). On the evening of May 7th this same train stopped at Robertsville to let A. H. Daniel and family off, who boarded the train at Pacific. Now this is discrimination, pure and simple. Mr. Daniel and I are on good terms and I don't blame Mr. D. for accepting such favors if he can get them, but I ship as many goods over this road as he does, if not more, and consider I am entitled to the same favors, especially when I hold a ticket reading St. L. to Robertsville. I don't like the idea of walking part of the way home. In the second place this R. R. Co. are discriminating against this locality in that it will neither stop their early morning train going east at this place or their late evening train going west, but do stop these trains at Catawissa, two miles east, thereby compelling people of this locality to go to Catawissa to get aboard or alight. A person who wishes to go to St. Louis from here must take No. 2 in the evening, stay in St. L. all night or get to Catawissa before 6 a. m. in order to catch the early morning train, then they must stay in St. Louis the second night to take a morn-

ing train or do as I did; agree to get off at Catawissa before they can get out the same evening, which makes very much against this place in favor of Catawissa; and I file this complaint at the request of the public as well as myself. Trusting it will have your kind attention,

I am yours truly,

L. ROBERTS, J. C.

The matter was referred to B. F. Yoakum, Vice-President and General Manager, who replied as follows:

St. Louis, Mo., June 7th, 1900.

Mr. James Harding, Secretary R. R. and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—I duly received your letter of May 10th, with reference to complaint filed by Mr. L. Roberts of Robertsville, concerning alleged discrimination in passenger service on this line.

Upon investigating the matter I find that conductor of our train No. 7, May 7th, did allow Mr. Daniel and family to alight at Robertsville, and he has been duly disciplined for violation of instructions, as the train does not stop regularly at that point. You understand, of course, it is impossible for us to make stops at all local points on the line, and we use our best efforts to furnish the most satisfactory service to our patrons.

Very truly yours,

B. F. YOAKUM.

No further action was necessary in this matter as the train schedules and passenger facilities afforded were considered sufficient by the Board.

#### REGARDING FREIGHT RATES.

July 5, 1899—The following was received:

Kansas City, Mo., July 4, 1899.

Board of Railroad Commissioners, State of Missouri, Jefferson City, Mo.:

Gentlemen—I take the liberty of handing you herewith a freight bill paid by us of \$102.08. The same was sent back to collect the overcharge through the shipper, but it seems that they were unable to do so and referred the matter back to me. These were old iron rails and their fixtures, and the overcharge, as you will see, is more than one-half the whole amount.

Kindly assist us in the matter and oblige.

Yours very truly,

WILLARD E. WINNER.

Answered that as the shipments were from East St. Louis, Ill., to Lansing, Kan., the traffic was strictly interstate and beyond the jurisdiction of the Board.

July 6—The following was received:

Brunswick, Mo., July 5th, 1899.

Hon Jos. Flory, Pres. R. R. and W. H. Com., Jefferson City, Mo.:

Dear Sir—We were of the opinion that we had reached a condition and agreement that would make it superfluous to trouble your Board again, but it appears that in this we are mistaken.

It was our understanding that the R. R.'s would give us a tariff on the brick and tile from Brunswick to Laclede, Linneus and Brookfield points not to exceed the rate—same as if a switch was at Sumner. Our present tariff from Brunswick to Sumner is 60 cents per ton; the distance from Sumner to Laclede is 10 miles, and from Laclede to Brookfield, 5 miles; total, 15 miles on the Burlington. Now, as we

understand it, the statutory rate limit for 15 miles on brick and tile is 60 cents per ton, and this we are willing to pay. But we received the new special rate today, making the tariff (joint) from Brunswick to Brookfield at 10 cents per hundred weight of \$2 per ton, which would make a freight charge of \$5 per thousand of brick, absolutely prohibitory.

We cannot but think that there was a mistake made by the Burlington in fixing this rate, but if there was not, then we must insist upon the R. R. giving us the benefit of a switch at Sumner when we shall not be compelled to ask them any favors (something which we have tried in vain) and do business upon legal rates.

As we are holding up an order for fifteen car loads of brick awaiting a reply, you can see the importance to us for your early action upon this matter.

We claim that the charge of \$2 per ton from here to Brookfield is in violation of their agreement to give us the same rate as if a switch was at Sumner.

Will you favor us with a printed copy of the official rates for brick and tile on both the Wabash and Burlington?

Yours, very truly,

BRUNSWICK BRICK & TILE CO.

St. Louis, Mo., July 11, 1899.

Mr. Joseph Flory, R. R. Commissioner, Jefferson City, Mo.:

Dear Sir—Upon receipt of your telegram today I called on the Wabash with view of determining the correctness of the rates which they published. I discovered an error of two cents in the rate to Brookfield. The combination through Sumner makes 8 cents against 10 cents published. Mr. Knight of the Wabash telegraphed you, at my instance, that correction would be made at once.

I trust this will be satisfactory.

Your truly,

D. O. IVES.

The following will show action taken in this matter:

St. Louis, Mo., July 12, 1899.

James Harding, Esq., Sec. Board of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Enclosed you will find telegram from Mr. Knight. I have this day sent Captain Bennecke a copy of same.

Very respectfully,

JOS. FLORY.

St. Louis, Mo., July 11, 1899.

To Jos. Flory, R. R. Commissioner, J. C.:

Rate on brick established from Brunswick to Brookfield was straight class E rate computed via short haul through Sumner. The correction has been issued which will make rate eight cents between these points instead of ten cents as published.

S. B. KNIGHT.

July 12—The following were received:

Lexington, Mo., July 11, 1899.

Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—I wish you would please inform me whether or not by your classification, 16-pound T railroad iron, is placed along with coal and other 4th class heavy articles. I presume that you have so classified it, but if I am in error please inform me correctly upon the subject.

Very respectfully,

ALEX. GRAVES.

Answered that iron rails as referred were in 4th class in car loads.

July 22—The following was received:

Minneapolis, Minn., July 20, 1899.

Gentlemen—Some days ago I addressed you relative to the Western Classification Bureau changing broomcorn from class A to class three, which means the loss of hundred of thousands of dollars to the farmers of Iowa, Kansas, Nebraska, Missouri

and Oklahoma, as the buyers will pay just as much less for broomcorn as the freight is advanced. I call your attention also to the fact that broomcorn now, or as class A, takes about 15 to 30 per cent. higher freight than grain and other farm products and is less risk and expense to haul than any commodity the R. R. people have to transport. The shipping season is now here and unless you make prompt action it means a great loss to Western farmers. We want your State to change back to class A, and if the Western States do this the R. R. companies will very soon give up the fight. I have taken up this work without remuneration and shall do all I can to save our growers of broomcorn from this great loss. The growers of Illinois are not effected by this change and this makes it the more unfair to our Western farmers. I trust you will take this up at once and do what you can to help secure the change.

Very truly,

C. W. BIBB.

Answered that broomcorn was given but little attention by Missouri farmers, and its production was limited. No complaint whatever has been made to this office from any producer in Missouri regarding the classification of or rates charged on broomcorn.

July 22—The following was received:

Mount Vernon, Mo., July 20th, 1899.

Board of Directors R. R. and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—On May 25th we shipped a car of flour to Mosher, Ark., situate on K. C., F. S. & M. R. R., and they charged us 19 cents per hundred.

The rate at the time to Memphis was 13 cents per hundred and we think they cannot make that charge. We filed a claim to amount of \$14.70, which was returned to us, saying the claim should be withdrawn, which was all they said concerning the mill. Would be pleased to hear from you in regard to the matter whether they can make a difference of 6 cents per hundred for a shorter haul on the same line.

Awaiting your reply, we remain,

Yours truly,

MT. VERNON ROLLER MILL CO.

Answered that this Board had no jurisdiction in the matter, the traffic being interstate. It was recommended that case be referred to Edw. W. Moseley, Secretary Interstate Commission at Washington, who would give all required information regarding claim for a refund on account of the illegal overcharges.

August 5—The following was received:

Chillicothe, Mo., August 3, 1899.

Hon. Joseph Flory, R. R. Commissioner, Jefferson City, Mo.:

My Dear Sir—I enclose letter from Mr. W. H. Mansur, president Chillicothe Buggy & Top Co. of this city, which explains itself. Mr. Mansur's grievance is only one among many other dealers and shippers of our growing city, and unless there is some relief in some way we cannot hold out the inducements which we wish to and which we ought to be able to do other manufacturers and dealers who wish to establish their plants here. I trust and hope that you and your associates will give this matter due and careful consideration.

Respectfully yours,

WM. B. LEACH, Secretary.

Chillicothe, Mo., July 26, 1899.

Col. W. B. Leach, Secretary Commercial Club, Chillicothe, Mo.:

Dear Sir—Recognizing the earnest efforts on the part of the Commercial Club of Chillicothe, Missouri, to eliminate all difficulties to build up all manufacturing

interests for our city, beg to submit that one matter that has bothered me some in my experience as a manufacturer has been a question of freights.

Freights shipped from the East are based upon what is known and understood in commercial circles as a Mississippi rate and Missouri river rate. When we ship goods from the East after they pass the Mississippi river we then pay a rate equal to that charged to Kansas City.

Supposing we are situated half way between points, on a question of equity, we would be entitled to a rate of half that charged to Kansas City from Mississippi river points.

Then, again, if we are shipping goods to Kansas, the rate charged us from Chillicothe to Kansas City is based upon the rate charged from Mississippi to Missouri river points, but not pro rated fairly, as the rate from Mississippi river to Missouri river points is sixty cents, while we are charged forty cents, though nearer the Missouri river than the Mississippi river, which in equity being situated about half the distance should only be half the amount the roads are now in the habit of charging between these river points.

If, my dear sir, a question of equity would control in a matter of this kind and the Interstate Commerce Commission has authority, if you can present this matter to relieve Chillicothe of paying this double lap of freight, both in shipping from the East and shipping to the West, it seems to me that you would relieve one of the great difficulties in convincing people who are disposed to put their labor of a lifetime and their capital in manufacturing interests at Chillicothe, and that you would have accomplished a grand result in their behalf as well as having opened a way for a more attractive field, and the building up of the material interests of our city.

I am not very sanguine, realizing the difficulties of upsetting the established customs of these great lines of railroad, that you can remedy this evil for the benefit of our city, but it seems one of the evils that should be overcome and is a matter of urgent necessity in clearing up and preparing a better field to invite capital to build up the waste places in our midst.

Wishing you success in the elimination of this evil, I am,

Yours respectfully,

THE CHILLICOTHE BUGGY & TOP CO.,

By W. H. MANSUR, President.

Answered that rates from Mississippi river points westward are not based on mileage, nor are such adjustments required either by courts or the Interstate Commerce Commission. Rates necessarily decrease per ton or hundred weight, in proportion as distance increases. Were an arbitrary rate per mile applied to transportation rates, long distance shipments would be inhibited. The case presented in interstate. In cases of shipments of any kind from Chillicothe to points within this State the Board has authority and will promptly take up for adjustment any such case which may be presented.

August 6, 1899:

St. Louis, Mo., August 6th, 1899.

To the Secretary of the State Railroad Commissioners, Jefferson City, Mo.:

Dear Sir—I would like the following information: What is the maximum freight rate per pound by the car on railroad ties, standard size, 6 inches by 8 inches by 8 feet, from Sullivan, Mo., to St. Louis, Mo., and from DeSoto, Mo., to St. Louis, Mo. If the railroad companies refuse to quote me a rate and receive and ship my ties what will you advise me to do?

Yours truly,

CHARLES FRANCIS,

4316 Morgan St., St. Louis, Mo.

Answered that the St. Louis & San Francisco R. R. Co. makes a rate of ten cents per tie on street railroad ties, standard size. Statute rate for same distance is 8 3-4 cents per 100 pounds, and from DeSoto to St. Louis 7 cents per 100 pounds, but rate on analogous articles some distance (D. S. to St. L., St. L., I. M. & S. R'y) is 3 3-4 cents per 100 pounds. Railroad companies are required to receive and transport all freights offered them at proper places. To refuse to do this is a direct violation of law.

September 17:

Kansas City, Mo., Sept. 15th, 1899.

James Harding, Esq., Secretary Railroad and Warehouse Department, Jefferson City, Mo.:

Dear Sir—I was under the impression Mo. Commissioners had a distance tariff same as Iowa. Is there not something of that kind in print and effective? If not will you please state me rate on hewn ties when distance in the State is 286 miles—from Cabool, Mo., to Kansas City on F. S. & Memphis R'y? Also on Mo. P., Iron Mountain division, Williamsville or from off branch roads near Williamsville, distance to Kansas City, 431 miles. Want rate per tie; also rate per 100 pounds.

Awaiting an early reply, remain,

Yours truly,

E. R. BULLENS.

Address, 2409 Troost Ave., Kansas City, Mo.

Answered that the law establishes maximum rates on a number of commodities, among which are railroad ties, and these rates must not be exceeded. From Cabool to Kansas City the rate on ties to K. C. is 21 cents per tie. Same rate applies from all points on Current River R. R. and on all points on K. C., Ft. S. & M. R. R. from Turner to Marion, Ark. Assuming weight of ties to be 180 pounds, the rate per 100 pounds at 21 cents per tie is 11 3-4 cents; statute rate being 18 3-4 cents per 100 pounds, or 32.35 cents per tie of 180 pounds; minimum car load, 20,000 pounds. Statute rate for 431 miles is 26 1-4 cents per 100 pounds, or 47 1-4 cents per tie of 180 pounds.

October 7:

Desloge, Mo., October 6, 1899.

Chairman of Board of Warehouse and R. R. Commissioners, Jefferson City, Mo.:

Gentlemen—We have been receiving freight shipped over two railroads having the same classification and joint freight tariff sheet. Can these roads charge us for more weight than is marked on a stamped bill of lading, signed by the agent of the receiving road? We have just had a claim returned and wish to know if we have any further recourse in the matter.

Any information will be appreciated.

Yours truly,

DESLOGE CONSOLIDATED LEAD CO.

Per A. A. HARRIS.

Answered that charges made on less than car load lots should be made on actual weights, and if reweighing was thought necessary and actual weight was found to be more than as billed, correc-



tion should be made. In cases as presented consignee should be satisfied that correction was proper, either by weighing freight himself or seeing it weighed at station. If weight, as charged for, was correct, the action of company was proper.

October 14:

Marshall, Mo., Oct. 13th, 1899.

To the Hon. R. R. Commissioners, Jefferson City, Mo.:

Gentlemen—On June 28th we shipped to Lorson Bros. at Kansas City, Kan., via Mo. Pac. R. R. 20,190 pounds net weight of flour. The rate is 10 cents per cwt. in car load lots. The Mo. Pac. Co. charged us on 24,000 pounds \$24. and when we presented claim for difference or overcharge, \$3.81, they reply that their minimum car load to Kansas City, Kan., is 24,000, and will not refund above amount. Our understanding is that statutes of this State make 20,000 pounds minimum car load of flour and that we are entitled to our claim. Your advice on the matter will decide which, we hope to have promptly.

Very respectfully,

REA & PAGE MINING CO.

Per R. E. HOLLOWAY, Secretary.

Answered that had shipment been interstate, Missouri regulations would apply, and no more than actual weights could have been charged for. Car load rates in Missouri apply on lots of fifty barrels of flour or its equivalent in sacks. The shipment being interstate, the Board has no jurisdiction.

October 14:

Mr. S. B. Kirtley complained of rates charged him on lot of H. H. goods shipped by line from Columbia to Jefferson City. The goods were shipped with the understanding from manager of Missouri Midland R'y that rate would be \$17 per car, and if less than car lot rate applied to actual weight would make aggregate charge less than \$17; then the lower amount should apply. Actual weight was 6,205 pounds, on which Mr. K. was charged \$50. A day or two before this shipment Mr. K. shipped goods of similar character weighing 155 pounds, on which he paid rate of 29 cents per 100 pounds. This rate applied to 6,205 pounds aggregates \$17.99.

Matter was referred to Mr. A. T. Drew, G. F. A., M., K., & T., who replied as follows:

St. Louis, Mo., Oct. 16, 1899.

Mr. James Harding, Sec'y Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—We are in receipt of your favor of the 14th inst., requesting reply to your letter of Sept. 8th regarding shipment of household goods made by Mr. S. B. Kirtly from Columbia, Mo., to Jefferson City.

Your letter of Sept. 8th was referred to Mr. D. B. Ely, general manager of the Missouri Midland R'y, requesting information as to the rate quoted and reply from Mr. Ely has just been received in this office. It would seem that the Missouri Midland quoted rate based on Missouri Statute tariff applying continuous mileage from Columbia to Jefferson City, which is 36 miles. We do not understand, however, that

this is the proper basis, as two lines are necessary for the transportation of freight from Columbia to Jefferson City and the rate should be made on the combination to and from our junction with the Missouri Midland. The local distance rate from Columbia to McBain, our junction with the line, is on car loads, 5 1-2 cents per cwt.; less than car loads, 16 cents per cwt. Our rate from McBain to what is termed Jefferson City station on our line, which is on the north bank of the river, is on car loads, 8 1-2 cents; L. C. L., 25 cents per cwt., in addition to which there is a drayage charge of 6 cents from Jefferson City on the north bank to Jefferson City on the south bank of the river.

However, since the Missouri Midland have quoted a through rate of \$17 on this shipment, we have no objections to entertaining claim for overcharge based on this quotation. Please have Mr. Kirtley present claim either to this office or to the Missouri Midland.

Yours truly,  
A. T. DREW,  
General Freight Agent.

Mr. Kirtley was notified accordingly, and matter was adjusted as per Mr. Drew's letter.

October 18:

St. Joseph, Mo., Oct. 17, 1899.

State Board of Railway Commissioners, Jefferson City, Mo.:

Gentlemen—We desire to make a complaint to your honorable body in regard to overcharge made by the St. Louis, Iron Mountain & Southern Railway Co. on shipments of oak piling, lumber and similar forest products from points on their line to St. Louis and other points entirely within this State. We have had a number of similar cases and wish to call your attention to one particular case. On Aug. 24th, 1899, we shipped from Vulcan, Mo., a blind siding, or station without an agent, a car load of oak piling, M. P. car No. 9660, consigned to the Dildine Bridge & Construction Co., at Lock Springs, Mo., by the Wabash R'y Co. at St. Louis. On this shipment the St. L., I. M. & S. R'y have assessed charges of \$27 to St. Louis, being 9 cents per hundred pounds on 30,000 pounds. The weight of this shipment was 24,000 pounds, and we claim the Iron Mountain Railroad Company is not entitled to charge us for more than the actual weight of the shipment, or if they are entitled to fix a minimum of 30,000 pounds and collect on that minimum, they have overcharged us on the rate. Vulcan station is 115 miles from St. Louis. Statute rate being \$8 for the first 25 miles, \$5 for the second and \$2 for each additional 25 miles would amount to \$18. If they are entitled to a minimum of 30,000 pounds, the correct weight should be 6 cents. We have demanded from the claim agent of Missouri Pacific & Iron Mountain railways a refund on this shipment of \$10.52, which they have refused and stated there was no overcharge. We attach to this complaint the original bill of lading issued for this shipment; also the original paid expense bill and the original claim filed against the Missouri Pacific system, and we would ask that our claim be investigated, and if the facts are found to be as we state, that you compel the Iron Mountain railway to refund us the amount of the overcharge.

Yours very respectfully,  
WILLARD, CASE & CO.

Matter was referred to J. C. Lincoln, G. F. A., Mo., P. R'y, who replied as follows:

St. Louis, Mo., Oct. 25th, 1899.

Mr. James Harding, Sec'y Board of R. R. Commissioners, Jefferson City:

Dear Sir—I have noted your favor of October 21st, in which you acquaint us with the fact that complaint has been made by Willard, Case & Company of St. Joseph against this company on account of charges which were assessed against a shipment of piling forwarded by them recently from Vulcan, Mo., to Lock Springs, Mo.

I wish to state in reply that under date of April 19th, last, for the purpose of

securing heavier loading of our equipment, we established a minimum weight of 30,000 pounds per car on lumber and other forest products from Iron Mountain stations to St. Louis.

Notice of this advance is given on page four, amendment No. 10, to tariff No. 3113. A complete copy of this tariff is enclosed for your information.

Trusting that our explanation may prove entirely satisfactory, I am,

Yours truly,

J. C. LINCOLN.

November 2, 1899—Letter was written Mr. Lincoln, stating that Missouri law makes a rate of \$18.50 per car load on articles in class "J" hauled 113 miles, being distance from Vulcan to St. Louis. Piling is in class J. Charge of \$27 on load of 24,000 pounds is at the rate of 11 1-4 cents per 100 pounds. Statute rates apply to loads of 20,000 pounds, and any excess takes same rate per 100 pounds as applies to car loads. It would be legal for the St. L., I. M. & S. R'y to charge 9 1-4 cents per 100 pounds on car load of piling weighing 30,000 pounds. The company, however, makes a rate of 9 cents per 100 pounds on a minimum load of 30,000 pounds and charges same aggregate for load of 24,000 pounds, the rate per 100 pounds being thus increased for the smaller load. As an inducement for heavier loading the company offers a reduction of 1-4 cents per 100 pounds on 30,000 pounds minimum, to which there seems to be no objection, but on loads in excess of 20,000 pounds and not exceeding 30,000 pounds, Commissioners' ruling would apply, and on this basis the proper charge in case presented by Willard, Case & Co. would be on 24,000 pounds at 9 1-4 cents, aggregating \$22.20, so that Willard, Case & Co. are entitled to refund of \$4.80.

November 7:

St. Louis, Mo., November 6th, 1899.

Mr. Jas. Harding, Sec'y Missouri Railroad Commission, Jefferson City, Mo.:

Dear Sir—I beg to acknowledge receipt of yours of November 2nd with reference to car load of piling forwarded from Vulcan, Mo., to Lock Springs, Mo., via Saint Louis and Wabash R. R.

I note your ruling in connection with this case, and if upon investigation we find the car load of piling only weighed 24,000 pounds, it will be our pleasure to comply with same. We will communicate direct with Willard-Case & Co., St. Joseph, for the purpose of securing the original paid expense bill and other data necessary to the adjustment of their claim.

Yours truly,

J. C. LINCOLN.

November 8:

St. Joseph, Mo., Nov. 7, 1899.

Mr. Jas. Harding, Sec'y Board of Railway Commissioners, Jefferson City, Mo.:

Dear Sir—Kindly return us papers in our claim against the Missouri Pacific R'y Co. sent you on the 17th ult., as the railway people have intimated to us that they will adjust the matter at once.

Thanking you for your kindness in this matter, we are,

Yours truly,

WILLARD, CASE & CO.

October 25:

Oct. 25, 1899.

To the Board of R. R. Commissioners of State Mo.:

There is a schedule rate of 6 cents per cwt. on flour mill products from Portland to North Jefferson, a distance of 28 miles on the M., K. & T. The M., K. & T. is charging us 9 cents per cwt. on flour mill products from Tebbetts to Mokane, a distance of 6 miles. We have formerly had a rate of 6 cents per cwt. to Portland, a distance of 16 miles. We now pay 9 cents per cwt. Let us know if you can do anything in this matter.

Yours most respectfully,

E. E. MARLOW &amp; CO.

Tebbetts, Mo.

November 3:

Tebbetts, Mo., Nov. 3, 1899.

Jas. Harding, Esq., Sec'y Board R. R. Com., Jefferson City, Mo.:

Dear Sir—The shipments were in less than car load lots. Any other information you may want will be cheerfully given.

Yours most respectfully,

E. E. MARLOW &amp; CO.

Per MARLOW, Secretary.

November 8:

St. Louis, Mo., Nov. 7th, 1899.

Hon. James Harding, Secretary Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—I beg to acknowledge receipt of your favor of the 6th inst. with reference to a complaint against this company concerning rates on flour, L. C. L., from Tebbetts to Mokane and Portland, Mo., as compared with the rate from Portland to North Jefferson, Mo.

For your information will say that the only publication in effect at the present time covering the commodity named in your letter between these points is our regular local distance tariff, which names the following rates, viz.:

Tebbetts to Mokane.....	9 cents per cwt.
Tebbetts to Portland.....	11 cents per cwt.
Portland to North Jefferson.....	13 cents per cwt.

The rate of 6 cents per cwt from Portland to North Jefferson has been cancelled, effective November 15th, 1899.

Trusting this information will enable you to make satisfactory explanation to your clients, we remain,

Yours truly,

A. T. DREW, G. F. A.

October 28:

Macon, Mo., October 29, 1899.

James Harding, Secretary, Jefferson City, Mo.:

A Moberly miller called on me yesterday with a complaint against the M., K. & T. He says the "Katy" charges him 10 cents (car lots) on wheat, Kingsbury (Old Franklin) to Moberly, and at same time makes a rate of 8 cents on wheat, Boonville to Moberly. I read a letter to this miller from the traffic manager of the "Katy," in which he acknowledged these rates, but refuses to do any better. Now of course it appears unjust that wheat less distant should partake of a higher rate than flour, and I wish you would look the matter up and write me at Macon if the railroad can legally do this.

Very truly yours,

WM. E. McCULLY, Commissioner.

\* Matter was referred to A. T. Drew, G. F. A., M., K. & T. R'y, who replied as follows:

St. Louis, Mo., November 24, 1899.

Mr. James Harding, Sec'y Mo. R. R. and W. H. Dep't, Jefferson City, Mo.:

Dear Sir—This acknowledges receipt of your two letters of the 16th and 21st inst. in regard to complaint of Milbank & Scampton with regard to rate on flour from Boonville to Moberly. Our Mr. Conner met Mr. Milbank some time ago and agreed to apply the ten cent rate on wheat from all points on our St. Louis division, Mokane to Kingsbury, inclusive, thus giving to them a rate for the purpose of gathering wheat at stations on our line. It happens that Kingsbury is the nearest station to Moberly, and is intermediate between Moberly and Boonville. Evidently the Commission were not given the full facts in regard to this matter.

I have your communication of the 21st inst. advising of the conclusion reached in regard to this matter. We agree in the position you have taken and under the circumstances I am sure you will agree with me that there is no effort on our part to discriminate against these people. On the other hand, they ask us to discriminate against mills located on the M., K. & T. with whom we have been doing business for a number of years, in their favor. If there is any further complaint in regard to this matter we shall be very glad to go further into it upon hearing from you in regard to it.

Yours truly,

A. T. DREW,

General Freight Agent.

November 21—Letter was written Mr. Milbank at Chillicothe, stating that there is nothing in the law preventing a lower rate on flour between stations on railroads than on wheat, wheat being in class D and flour in class E. Commissioners can make such adjustments of rates on any commodity as may be found proper, and if desired the matter presented would be taken up with the M., K. & T. office.

Nothing further was heard from Mr. Milbank regarding the matter.

November 19:

Springfield, Mo., Nov. 17, 1899.

R. R. Commissiones, Jefferson City, Mo.:

Dear Sir.—Please give us some information in regard to the interstate law regulating the freight rates in this State.

We give an instance as follows: The rate on corn from Kansas City to Memphis is 15 cents per 100 pounds. The rate on corn from Kansas City to Cabool is 18 cents per 100 pounds. Memphis is more than 200 miles farther and yet the rate is 3 cents less than to Cabool.

Does a case of this kind come under the jurisdiction of our Commissioners or not? If not, please give us proper reference. Please let us hear from you by return mail with all the information necessary, and oblige,

Very truly yours,

J. FENTON GRAIN AND COM. CO.

Answered that this Board has no jurisdiction over interstate traffic. Under Missouri law, traffic originating and terminating in this State is subject to State regulation, notwithstanding that in transit it passes out of the State, as would be the case on shipments from Kansas City to Cabool via the K. C., Ft. S. & M. R. R. The Interstate Commerce Commission takes a different view of the matter, however, its ruling being "Commerce between points in the same

State, but which in being carried from one place to the other, passes through another State is interstate commerce and subject to regulation by the provisions of the act to regulate commerce." This Board can take up the question of the reasonableness of the rate on corn as charged by the K. C., Ft. S. & M. R. R. from Kansas City to Cabool and make such ruling as found proper. Whether the railroad company would comply with any ruling of this Board regarding the rate in question, the Commissioners cannot say. The matter can be taken up with Secretary of that commission at Washington.

Nothing further was heard concerning the matter.

January 2, 1900:

Sheffield, Mo., Jan. 2, 1900.

To the Hon. R. R. Commissioners, Jefferson City, Mo.:

Gentlemen—We desire to lay before you the situation in this State in regard to log rates, and especially as to our plant located at this point.

We located our mill here nearly five years ago, relying on the fact that you had in this State a classification and tariff on logs that would enable us to do business on a stable and reasonable rate.

There was then a ruling and classification that placed logs the same as cord wood and similar commodities. When we first came here, the railroad companies refused to recognize this classification, and we were compelled to make an informal complaint to your Board; and through its intervention, the companies, in a short time, were induced to comply therewith. Since that time, we have had no trouble with the companies in regard to this matter, until recently, when they have attempted to enforce and collect lumber rates instead of log rates. For instance: from Archie, Mo., to Kansas City, on the Missouri Pacific, a distance of about 57 miles, they have recently charged us 6 1-2 cents rate, when by classification, we are entitled to four cents. From Stanbury, Mo., to Kansas City, on the K. C., P. & G. R'y, a distance of about 95 miles, they have charged us 7 3-4 cents, while the classification would be 5 cents; from Harrisonville to Kansas City, on the M. P. R'y, a distance of about 43 miles, they have charged us 6 cents, rate under classification, 3 1-2 cents. From Dover, Mo., to Kansas City, on the M. P. R'y, a distance of about 50 miles, they have charged us a rate of 6 1-4 cents; classification, 4 cents. From Rich Hill, Mo., to Kansas City on the Mo. Pac., a distance of 85 miles, they have charged us 7 3-4 cents; classification, 5 cents. From Mount Rose, Mo., to Kansas City, on the M., K. & T., a distance of about 90 miles, they have charged us 8 cents; classification, 5 cents. From Creighton, Mo., to Kansas City, on the K. C., F. S. & M. R'y, a distance of 65 miles, they have charged us 7 1-2 cents; classification, 4 cents.

These rates, if enforced and maintained, by the railroad companies would work a great injustice to us, and in the end, would either ruin our business, or ruin the persons who ship us these logs.

We, necessarily, make sale of our lumber for long future delivery, and also buy our logs for future delivery. We have made our contracts for the coming year for the sale of our lumber, based on the present statutory log rates, and shippers of logs have sold the same to us, figuring upon the continuance of the same old rate. You will perhaps understand that we buy practically all of our logs delivered at our mill in Sheffield, and the freight is therefore paid by the shipper. The shipper in turn, buys the logs of the farmer or land-owner, and regulates his price by the amount paid by us, plus rate. We are receiving letters daily from all the parties that are shipping us logs that they cannot possible stand the new rate, that is sought to be enforced, and saying, that they must stop shipping unless they can have the old rates restored.

While primarily, the freight is paid by the shipper, ultimately it must either effect us or the owner of the timber from which the logs are purchased. If freight rate are advanced, we must either raise our price of logs, which we cannot do, or the farmers must take less for their logs, which they ought not to do, and one of the objects of this letter is to present to your honorable body a few of the many facts showing that the commissioners' classification of logs is just.

As we understand it, in 1891, your commission, acting under the authorities of your statute, classified logs with cord wood and similar commodities. Subsequently, you modified this classification by taking therefrom what is known as export logs, and placing them in the lumber classification, and if there has been any other ruling by your commissioners, affecting this classification, we have not been advised of it, nor been able to find it in your published reports. The last reference we find in your latest report is under date of March 8, 1898. At that time one M. C. Clark addressed you this inquiry: "What rate are the railroad companies allowed to charge on logs from Nevada, Mo., to St. Louis, Mo.? Do not logs take the cord wood rate, and if so, what is it?" To which you replied: "Logs and cord wood take the same rate in statute classification; export logs would take higher classification than ordinary saw mill stock."

We might say in this connection, that all of our saw logs are what is known as ordinary saw mill stock. Of all the logs that have been shipped to our mill this year, there has been but one car load of logs shipped out, and these were hardly export logs, although they were hewn and were gotten out to fill a special order as an accommodation to one of our large purchasers of lumber, and the logs that were used in filling this bill were not shipped in by freight, but were cut and hauled in by team.

We make special mention and explanation of this circumstance because some of our companies have been disposed to take advantage of it to make it a claim or pretext that we were shipping in export logs and then shipping them out as export logs. It is true that there are occasionally logs come into our mill that would be suitable for export, but never enough from one point of shipment to make up a car load. It must be apparent to anyone that we could not afford to buy logs and ship them to Kansas City, then hew them and export them, for the very obvious reason that the railroad rate from the original point of shipment would probably not be more than from Kansas City, and by this process we would have to stand two freight rates. We, therefore, cannot compete with the persons who are buying export walnut logs and shipping them direct from the point of production.

But there are, at present, comparatively few export walnut logs in Missouri. There was a time when Missouri was a large producing territory of that class of logs, and the members of our company as individuals were, for a great many years, engaged in shipping them out. But after shipping out practically all the export walnut logs, there was left a very large amount of small cull and defective logs, which would not bear the expense of exporting, but could be, on reasonable rates, brought to some central point and manufactured into lumber, and then the lumber could be exported. It were these conditions that induced us to establish this mill at Kansas City.

Largely the class of logs that we consume at our mill would be of no practical value handled as logs, while by means of a band saw mill, such as ours, a large merchantable lumber can be secured which will stand the freight for export, although only a comparatively small amount of the logs shipped in becomes merchantable.

This fact can perhaps be made clear by calling attention to a few facts disclosed by our last year's business. In the year just closed we shipped in here 748 car loads of walnut logs, containing 26,928 logs and scaling in feet 2,218,648 feet. It will thus be noticed that the average car has been 36 logs; average feet on car, 2,926 feet, and that the average log has contained 79 9-10 feet. It will thus be noticed that the average of our logs has been less than 80 feet for the entire year, while every exporter of walnut logs knows that they could not be profitably exported were the average less than 200 feet per log. Again, our cars have contained on an average a little less than 3,000 feet per car, while 5,000 feet would be an average car in export logs. The average weight of rough, round logs, such as we use, is about

13,000 pounds per M., while hewed logs will average 7,000 pounds per M. Again, the average price of such logs as we use, at point of shipment, is from \$25.00 to \$30.00, while the value of export logs, at same point would be from \$50.00 to \$60.00 per M. From these facts it will clearly appear that the ruling heretofore made by your Commissioners, taking walnut logs out of the list that are suitable for export and placing them under lumber rates, was just and fair; but it is equally apparent that it would be grossly unjust to place these rough logs in the round in the same classification and subject to the same rate as hewed export logs.

Again, the following figures will show the injustice of placing the class of logs used by us under the same tariff rates as the finished product lumber. Our books show that during the last year we shipped in 748 cars of walnut logs, and that there were hauled in to our mill by team from the surrounding country the equivalent of 33 cars, making a total of 781 cars of logs cut on our mill during the last year. From these logs we manufactured lumber and shipped out 201 cars, showing that it takes practically four (3.9) of logs to make one car of lumber. Our mill, being located on the railroad tracks at this point, all of our merchantable lumber is shipped out by rail, so we are enabled to keep an exact tab on both the in-going and out-going cars. It will thus be noticed that by every rule recognized among railroads, as fixing the tariff, that rough logs should take a very much lower rate than either lumber or export hewed logs.

The old rate has certainly been remunerative to the railroad company. Our books show that for the 748 car loads of logs that we have shipped in here, we have paid the railroad companies \$21,196 in freight, or an average of \$27.00 per car. Now, considering the fact that most of these logs have been for a short haul, and that the railroad companies have not been subject for any losses for damages, we do not see on what theory the railroad companies should or could claim that it was not remunerative.

Again, it is easily demonstrable that the interest of the railroad themselves clearly justify this lower rate on this class of logs.

The average car of logs or lumber is about 40,000 pounds. Say this was hauled 75 miles: this would pay the railroad company \$30.00 per car, and with switching charges at Kansas City of \$3.00 would make a total of \$33.00. Considering that it takes about four car loads of logs to make one car load of lumber, the logs necessary to make this car of lumber would weigh 160,000 pounds, and for the same distance the present log rate of 4 1-2 cents would yield the company \$72.00 and the switching charges of \$12.00 would make a total of \$84.00. That is to say, that a bunch of logs at point of shipment, if there manufactured into lumber by a local mill and then shipped to us, the car would only yield the railroad company in freight \$33.00, while if the logs necessary to make the car of lumber were shipped to us in the rough, they would yield the railroad company \$84.00 in freight. It can thus be readily observed that it greatly to the advantage of the railroad companies, as well as to ourselves, to have the rate on logs sufficiently low to justify their moving in that shape instead of being cut into lumber and then shipped; for it is well known that on account of the bulk, weight, and small value of this class of logs, that they cannot be induced to move except upon a low rate.

Again, the present log rate in Missouri is higher than it is in most of the surrounding states. For instance:

For 5 miles, Missouri log rate	2½ cents.	Iowa log rate,	1½ cents.	
For 20 " " "	3 cents.	" " "	2 1-10 cents.	
For 35 " " "	3½ cents.	" " "	2 7-10 cents.	
For 55 " " "	4 cents.	" " "	3½ cents.	Texas, 3½ cents.
For 75 " " "	4½ cents.	" " "	4¼ cents.	" 5 cents.
For 100 " " "	5 cents.	" " "	5 cents.	" 5 cents.
For 200 " " "	7½ cents.	" " "	6½ cents.	" 8 cents.

Arkansas, we understand, does not have commissioners' rates, but we know personally that the identical roads that are trying to apply lumber rates to log rates in this State are granting a 5 cent rate for a haul of 250 miles. In Illinois the log rate is 20 per cent. less than lumber rate. In fact, in every State in the Union, so far as we know, where this subject has been under consideration, undressed logs have been accorded a much lower rate than lumber. The object of the rail-



road companies in advancing this rate in this State at this time may not be entirely apparent to an outsider, but we think it is apparent to us. There is located a mill at Chicago, another one at Des Moines, and another one at Ft. Smith, engaged in substantially the same line as ourselves. We think it is the theory of the railroads operating through this State, that have Chicago terminals, to force up the rates in this State and possibly lowering the Chicago rate to thus force these logs into the long haul. The object of the roads leading south to which we above referred is doubtless to gather up the logs and centre them in Ft. Smith at low log rates, and then having the control of the business at that point, receive a high freight rate out. The effect of this policy is to discriminate against Kansas City and all Missouri by forcing the manufacture of the material in other states; but we understand that the policy of the State and national law is to prevent railroads from discriminating against locality. If the railroads are successful in driving us out of this State, not only ourselves, but the citizens of the State and the railroads as well would be losers. We have in our employ, in all departments, about 175 men, and pay out yearly about \$60,000 for wages and about \$30,000 for material. We pay about \$20,000 for incoming freight, and about an equal amount for outgoing freight. We have appealed to the railroad companies in this matter in most instances without avail. It is true that some of the roads are still giving us the old rate, but the matter is thoroughly disorganized, and makes it practically impossible for us to do business, and we feel that we must have a full and final settlement and adjustment of this matter. We have gone somewhat into detail in this matter because it means our life or death, and we desire to present fully the situation. We have sent a copy of this letter to a number of the railroad companies interested, and have some hope that an adjustment of this matter may be reached soon, and we should earnestly desire your friendly and official intervention in this matter. If any further presentation of facts, or arguments would be desired, or even tolerated, by your worthy body, we would be pleased to have you fix a date at which we and the railroad companies might be heard upon this matter.

Awaiting your answer, we remain,

Your obedient servant,

DES MOINES LUMBER CO.,

At Kansas City, Mo.,

Per J. A. Penrod, Pres.

Following this complaint a very voluminous correspondence was had with the representatives of the several railroads hauling culled walnut logs to Kansas City for delivery to the Des Moines Lumber Co. at Sheffield, and several conferences were held at Kansas City and St. Louis regarding the matter.

Saw-logs, regardless of kind, were by the order of the Commissioners August 18, 1881, placed in class "J," and July 27, 1885, the Commissioners ordered that from and after September 1st, 1885, charges on sundry commodities, including "logs," should "not exceed 55 cents per ton of 20,000 pounds for the first ten miles or less distance, with 5 cents per ton additional for each additional ten miles or fractional part thereof." The rates established by the order were incorporated as "class J special" in the Commission, tariff taking effect May 1, 1886, and in force until November 1, 1887, when the act of 1887 took effect. Several of the companies, however, made no change in their rates applying on commodities in class "J, special," which were the same as shown in Commissioners' tariff of 1886, and included logs without distinction. Other lines made a distinction between ordinary

logs and walnut logs. The Commissioners several years ago had recognized the great difference in values existing between export or squared walnut logs and culled walnut logs and allowed a proper proportionate higher rate for the export logs. The impression of the Board upon first taking up the question of rates on culled logs was that they should take the same rate as ordinary logs, cordwood, sand, brick, etc., etc., and a recommendation to that effect was made to the several railroad companies. Objections were offered by some of the companies and a very careful and full investigation of the matter was had. The Commissioners were satisfied after their investigations that culled logs could properly bear a higher rate than ordinary logs or cordwood, and decided to put in the following tariff, which was adopted by the railroads:

## MILL LOGS OTHER THAN EXPORT LOGS.

	Cts. per 100th.	Tariff of 1886, logs.
20 miles and under.....	3½	
Over 20 and including 40 miles.....	4	
Over 40 " " 60 " .....	4½	60 miles 4 cents..
Over 60 " " 80 " .....	5	80 " 4½ cents.
Over 80 " " 100 " .....	5½	100 " 5 cents.
Over 100 " " 120 " .....	6	120 " 5½ cents.
Over 120 " " 150 " .....	6½	150 " 6¼ cents.
Over 150 " " 160 " .....	7	
Over 160 " " 180 " .....	7½	180 " 7 cents.
Over 180 " " 200 " .....	8	200 " 7½ cents.
Over 200 " " 220 " .....	8½	
Over 220 " " 240 " .....	9	
Over 240 " " 260 " .....	9½	250 " 8¾ cents.
Over 260 " " 280 " .....	10	
Over 280 " " 300 " .....	10½	300 " 10 cents.

January 6, 1900:

Joplin, Mo., Jan. 5., 1900.

To the Railroad Commissioners, Jefferson City, Mo.:

Sir—The shortage in weights of coal shipped to this point has grown to such proportions that it is unendurable, and the operators have the audacity to ask if we can not make weights hold out by giving short weights to customers.

We are forced to buy by railroad weights or have weights certified to by what is known as Western Association, and as my understanding of a railroad company's offices is to look after such as this, I appeal to you for relief. My understanding is that flats are only weighed twice a year which may make a variation in weights, but would not be against the coal dealer always, I just weighed out a car of coal which fell short 108 1-8 bushels from railroad weights, and I can swear to my weights. If you can give us any relief, write me, and will give further particulars, and will assist you in any way I possibly can.

Yours respectfully,

WM. BELFORD.

Answered that the matter is beyond the jurisdiction of the Board. The opinion of the Commissioners is, however, that a railroad company receiving for shipment a car load of coal, giving receipt and

charging for a specified weight (the weight of coal being up to or exceeding prescribed minimum) would be responsible for the delivery of the amount specified. A discrepancy so large as 108 bushels of coal in one car load (more than 4 tons) is certainly excessive. It may be the actual load did not come up to specified minimum load, whilst charge was made for the minimum, which, for instance, might have been 40,000 pounds, whilst but 32,000 pounds was loaded, charge being for 40,000 pounds. Mr. Belford was informed that if he would send his expense bills to this office, with statement of case, the Commissioners would do what they could toward an adjustment.

Nothing further, however, was heard from him.

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January 16, 1900:

Fayette, Mo., Jan 15, 1900.

James Harding, Secretary, Jefferson City, Mo.:

Dear Sir—Last November I served the statutory notice on the M., K. & T. Railroad to construct me a farm crossing. The company refused to make the crossing, and at the expiration of the statutory time I built the crossing myself. The division superintendent immediately had the crossing torn up and removed. I have sued the company and have recovered judgment, but the case has been appealed and the appeal is now pending. Question: Have the Railroad Commissioners power to take any action in such case?

Unless you are satisfied that the Commissioners are without power to act in the premises you will please lay the matter before them.

I employed a competent mechanic and had a good crossing put in and it looks like pure and unadulterated cussedness in the company to tear it out.

Yours truly,

J. T. SMITH.

Answered that the Commissioners have no jurisdiction in the matter. Section 1105, Revised Statutes, Missouri, under which action was taken, prescribes the course to pursue in case of failure on the part of a railroad company to provide road crossings and proceedings taken seem to be in accordance with law. The matter depends upon the necessity for the crossing put in. If this necessity can be shown, there would seem to be nothing in the way of recovering damages from the railway company.

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January 14, 1900:

Arcadia, Mo., Jan. 13, 1900.

To the Chairman Railroad Commissioners of Missouri.:

Dear Sir—A matter is now pending between the Iron Mountain R. R. Co. and the undersigned, which I feel you should be made acquainted with. The facts, briefly state, are these:

I moved from St. Louis to Arcadia early in November. I chartered a car on the Iron Mountain R. R. to carry my household goods, the charge for which was about \$23.00. A little later I chartered another car to bring down from St. Louis 5 head of horses. The charge for this car was about \$25.00. On the 6th of the present month I sent my man to St. Louis to bring a lot—34 stands of bees and a lot of bee material for new hives, etc. As we preferred to handle the bees ourselves, we ordered a car set at Sutton Station on the Mo. Pac. R. R.

We put our stuff in, locked the car, and on the 8th it arrived at Arcadia. I called at the station to pay the freight and was presented with a bill calling for \$150.75. I declined to pay the bill and of course the agent could not deliver the goods. Thus the matter has stood now for five days—greatly to my annoyance and inconvenience and damage.

The freight bill is numbered 1864; dated, Jan. 7th; car number, 9593; Iron Mountain; items in bill:

20,000 lbs. bees.....	\$82 00
30,000 lbs. lumber .....	44 25
Back charges .....	24 50
	<u>\$150 75</u>

Actual number of pounds of freight in car 4,950. I am not well enough acquainted with the law to know what redress an individual has for such treatment as this. It is a marvel to me that such a thing could occur in a civilized community.

Awaiting your reply, I am,

Yours truly,

J. B. FOLLETT.

January 17—Matter was taken up with Mr. Lincoln, G. F. A., by Commissioner Flory, who was advised that complaint had been adjusted, and Mr. Follett was notified accordingly.

January 19, 1900:

Arcadia, Mo., Jan. 18, 1900.

Joseph Flory, Chairman, Jefferson City, Mo.:

Dear Sir—Your favor of the 17th inst. is at hand. On Monday, the 15th inst., after holding my property for a period of seven days under a charge of \$150.75, they released it upon the payment of \$34.15. This amount is an excessive charge. There is no reason why this car, loaded by myself and unloaded without their assistance, should bear a higher rate than a car containing five horses worth \$500 at least. The value of the bees and material was about \$165.00.

The same party who handled my bees, shipped a car load of bees from Bellville, Ill., in 1896, to southwestern Texas, a distance of over 1,500 miles, the freight charge upon which was \$96.00. His route was via Illinois Central to New Orleans, thence via Southern Pacific to destination. The cost for hauling the car in that case was a little less than 6 1-2 cents per mile, while in my case, at the reduced rate I paid, was a little over 37 cents a mile. z sd..

I paid the \$34.15 under protest, and am anxious to know whether or not a citizen has any protection from this abuse of overcharge, which seems to be the studied policy of the railroads.

By one device after another they manage to hold many thousands of the people's money in overcharges. The majority of men will suffer an imposition of a few dollars and go on about their business rather than to waste time in trying to get it back. Is there no remedy? Is there no penalty for such abuses?

Thanking you for prompt attention to this matter, I am,

Yours,

J. B. FOLLETT.

Answered that bees take double first class rate, and that if Mr. Follett would forward expense bills and be more specific regarding his idea of a proper charge, the Board will do what they can toward his relief.

January 24:

Arcadia, Mo., Jan. 23, 1900.

Joseph Flory, Chairman, Jefferson City, Mo.:

Dear Sir—Your favor of the 22d inst. is at hand.

Since writing you the company has made still another reduction of rate from \$34.15 to \$25.00 for my car. With this I am satisfied.

Thanking you again for prompt and efficient action, I am,

Yours very truly,

J. B. FOLLETT.

January 23, 1900:

Carrollton, Mo., Jan. 22, 1900.

Hon. Joe Flory, Chairman Board R. R. Commissioners, Jefferson City, Mo.:

Dear Sir—Will you kindly advise me as to facts on following questions:

What is Missouri's distance tariff rates on soft coal, car-load lots?

What constitutes car load weight (minimum)?

What should be maximum charges on shipment of 20,000 pounds soft coal, 15 mile haul?

What is tariff freight rate on soft coal, car-load lots, 45 mile haul?

Thanking you in advance for whatever information you may give me along this line, I am,

Very respectfully yours,

C. D. WAGAMAN.

P. S.—I shall be very much obliged if you will send me copy of your latest published reports.

Answered, giving tabulation of statute rates for transportation of coal, and stating that actual rates vary on different lines. By order of this Board, July 25, 1889, rates on coal on all roads hauling coal into Kansas City were established at 55 cents per ton for all distances up to 55 miles, with 1-2 cent per mile per ton for additional distances.

February 3, 1900:

Carrollton, Mo., Feb. 2, 1900.

James Harding, Esq., Secretary Board of Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—I have your letter of the 29th ult.

The Santa Fe is charging 65 cents per ton for soft coal from Richmond and Camden to Carrollton, requiring cars to be loaded to full capacity.

Please advise me whether or not the ruling quoted affects this rate, the distance being 30 miles.

The Burlington also makes rate of 80 cents per ton from Brookfield, the distance being 45 miles.

Does this 55-cent ruling affect this rate?

Yours very truly,

C. D. WAGAMAN.

Answered that the rate of 65 cents per ton mentioned as charged by the Santa Fe is in accordance with Commissioners' tariff of 1886, and is 75 cents per ton less than statute rate. Rate of 80 cents per ton charged by Burlington is 5 cents less than Commissioners' tariff and 90 cents per ton lower than statute rate. The 55-cent rate referred to was on coal going into Kansas City with heavy volume of business, and was not intended to apply between local points.

March 1, 1900:

Milwaukee, Wis., March 1, 1900.

Secretary Railroad Commissioners, Jefferson City, Mo.:

Dear Sir—We have a case before us of a shipment of one car-load of agricultural implements from Kansas City to Albany, Mo. This car moved via the K. C., St. J. & C. B. to St. Joseph, thence via the C., B. & Q. to destination. Are we entitled to the rate through from Kansas City to Albany, or must we use the mileage from Kansas City to St. Joseph, thence from St. Joseph to Albany? By the former figuring we make a through rate of 12 1-4 cents. An early reply will be appreciated.

Yours truly,

MILWAUKEE HARVESTER CO.,

By G. J. Pilkintan, P. A.

Answered, stating that latest joint tariff K. C., C. B. & St. Jo. and C., B. & Q. lines filed in this office shows rate on agricultural implements, Kansas City to Albany, 16 cents per 100 pounds car load, minimum, 20,000 pounds.

March 11, 1900:

Milwaukee, Wis., March 9, 1900.

Mr. James Harding, Secretary State of Missouri Railroad and Warehouse Dept.,  
Jefferson City, Mo.:

Dear Sir—We beg to acknowledge receipt of your favor of the 3rd inst. wherein you advise the lowest joint tariff issued by K. C., C. B. & St. J. and C. B. & Q. lines show a rate on agricultural implements from Kansas City to Albany, carloads 20,000 lbs., 16c per 100 lbs.

We have this tariff on file in our office. The point that we wish to determine is whether the Missouri statute rates will apply through from Kansas City to Albany, Mo. If so, the rate on implements would be 12 1-4 cents instead of 16 cents. While to all appearances the shipment would necessarily pass over two railroad systems, they are in reality but one, and the question with us is whether we can apply the rate through or be forced to use the distance from Kansas City to St. Joe, and thence from St. Joe to Albany.

Thanking you in advance for your trouble in this matter, we beg to remain,  
Yours truly,

MILWAUKEE HARVESTER CO.,

By G. J. Pilkintan, P. A.

Answered that whilst the K. C., St. J. & C. B. and St. Joseph & Des Moines railroads are owned and controlled by the C., B. & Q. R. R. company, they are under separate managements and operated as different lines. In the absence of joint tariff agreements, local rates apply. This is in accordance with a decision of Missouri Supreme Court, and the law of 1887. The joint tariff rate of 16 cents will properly apply in case.

March 14, 1900:

Galt, Missouri, March 12, 1900.

Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—I had 2,000 lbs. household goods shipped from Monroe City, Mo., to Galt, Mo., delivered to M., K. & T. agent at Monroe City who said the rate would be 40c or anyhow not any more than would be the rate on the competing line—H. & St. Joe. The distance is 125 miles, the local rate three other ways each over two roads is 71 to 75 cents out. The only direction given to agent on M., K. & T. was to ship to Galt, Mo. He sent them to Kansas City, charging local rate, or \$13.00. The C., M. & St. P. R'y received them, shipped them here, also charging local rate, amounting to \$9.00; total, \$22.00. They had goods on road 16 days, and yet have them in their possession.

Now I would like for you to let me know if I have to pay this excessive rate?

The goods were shipped over 200 miles out of the way, and I am charged up with the freight on basis of local rate.

Please let me know what course I can pursue to get matter justified, for which I should be much obliged.

Awaiting your prompt reply, I am,

Most truly yours,

C. L. WINTERS.

St. Louis, Mo., March 17, 1900.

Mr. James Harding, Secretary R. R. and Warehouse Commission, Jefferson City, Missouri:

Dear Sir—This will acknowledge receipt of your favor of the 15th inst. with reference to shipment of H. H. goods made by Mr. C. L. Winters from Monroe to Galt, Mo. We will at once make an investigation of the matter and give you further advice.

Yours truly,

A. T. DREW,

Gen'l Freight Agent.

St. Louis, Mo., March 22, 1900.

Mr. Jas. Harding, Secretary R. R. and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—Replying further to your favor of the 15th inst., with reference to shipment of H. H. goods consigned to Mr. C. L. Winters, Galt, Mo. If you will please ask Mr. Winters to mail claim to Mr. C. H. Morrill, A. G. F. A., St. Louis, giving reference to above file number, we will see that charges are reduced to figure that would have applied via the Hannibal & St. Joe and St. Paul. It was an error on the part of our agent, Monroe agency, in sending this shipment via our line to Kansas City. It should have moved via our line to Moberly, care Wabash, and thence via Chillicothe.

Yours truly,

A. T. DREW,

Gen'l Freight Agent.

March 21, 1900:

Sedalia, Mo., March 20, 1900.

To the Board of Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—I wish you would be so kind as to give me the rate established by your Board for shipment of cord wood by the car load by railroads. What is the rate for the first 25 miles on a standard guage road, also the rate on a narrow guage road? Does your rate correspond with the rate fixed by statute? If you have printed rates, wish you would send me a copy of same.

Yours truly,

LEE LOVINGER.

Sedalia, Mo., March 23, 1900.

Hon. James Harding, Jefferson City, Mo.:

Dear Sir—Your favor of the 20th inst. at hand for which please accept my thanks.

What I desire to know is this: I have a client who has been shipping wood and coal on the Missouri Pacific and the M., K. & T. to this point. He shipped wood from Syracuse to Sedalia, which is less than twenty-five miles, and paid per car load fourteen dollars (\$14). Is this rate in conflict with section 1194 of the Rev. Stat. of 1899? Is there any law establishing what shall constitute a car-load of wood?

I herewith enclose you a stamped envelope for reply.

Yours truly,

Dictated.

LEE LOVINGER.

Answered that statute fixes maximum rates for the transportation of a car load of wood hauled different distances. For 25 miles, rate is \$8 per car load of 10 tons, or 80 cents per ton. Excess weight would be charged at same rate. Estimated weight of dry, hard wood is 3,500 pounds per cord; amount charged (\$14) would be statute rate applying on 17.5 tons or ten cords of wood. Car load of 20,000 pounds would be 5.714 cords on basis of 3,500 pounds per cord. Green, hard wood is estimated at 4,500 pounds per cord. Customary car load of wood in standard car is 12 cords dry hard wood, 21 tons, which, at \$14, would be at rate of 66 2-3 cents per ton and \$1.166 per cord.

April 17, 1900:

St. Louis, April 16, 1900.

Mr. Joseph Flory, Chairman, R. R. and W. H. Commission, State of Missouri, Jefferson City, Mo.:

Dear Sir—Replying to your favor of April 12, addressed to Mr. McChesney, would say that our passenger train was, a week or so ago, being backed over the street crossings between Biddle and North Market streets, but we discontinued this practice about April 10th. The trains that were being backed have been discontinued altogether. We will see that this practice of backing trains over the crossings is not indulged in hereafter.

Yours truly,

E. P. BRYAN,  
Vice-Pres. and Gen. Mgr.

April 22, 1900:

St. Louis, Mo., April 21, 1900.

Board of R. R. Commissioners, Jefferson City, Mo.:

Gentlemen—Kindly inform us whether your Honorable Board has made any ruling regarding a minimum freight charge. Most of the railroads have established a minimum charge of 25 cents, but one or two, notably the St. L., I. M. & S., charge for full 100 pounds, even on first-class goods. As an example, we beg to hand you herewith an expense bill, showing where we were charged 80 cents for a shipment of 15 pounds; on almost all other roads in Missouri this charge would have been 25c.

Your kind attention will very much oblige.

Yours truly,

GILDEHAUS, WULFING & CO.

This matter was taken up with St. L., I. M. & S. officers and minimum charge reduced from 50 cents to 25 cents.

April 26, 1900:

Hermitage, Mo., April 24, 1900.

To the Hon. R. R. and W. H. Commissioners, Jefferson City, Mo.:

Gentlemen—Our nearest railroad station is Weaubleau, on the "Frisco, the mail is delivered here from that point, and the freighting to this section of the county is all done from Weaubleau.

Frequently, freight and express matter addressed to this place is sent to Humansville, on the Gulf, which is some five miles further, and we have no direct communication with that point, and it is very inconvenient and expensive to get freight and express from there, and the railroad and express companies refuse to re-ship it to Weaubleau without additional charges. It has frequently happened that matter plainly addressed to Hermitage via Weaubleau is sent to Humansville, and we have protested until we are tired and patience has ceased to be a virtue.

We, therefore, respectfully ask you to compel the railroad and express companies to take cognizance that Weaubleau is the shipping point for this section of the county, and send our freight and express to its proper destination without delay or additional expense.

J. H. CHILDERS, Att'y at Law,

J. S. HARTMAN, Pres. Hermitage Bank, and others.

Answered that the Board had no jurisdiction in the matter, but would gladly do anything they could to remedy the complaint. Also that it would seem, with proper care on the part of consignees, there should be no trouble regarding express matter and freights shipped to Hermitage. The companies operating the railroads running through Humansville and Waubleau are entirely distinct, and if ship-



ments were properly made they would hardly go wrong. Shipments made to Hermitage from points on the line of the K. C., C. & S. R'y not reached by the St. L., S. F. R. R. would of course go to Humansville.

April 24, 1900:

Willow Springs, Mo., April 23, 1900.

Hon. W. E. McCully, R. R. Commissioner, Jefferson City, Mo.:

Dear Sir—I hereby (although a stranger) respectfully ask you to see that I, as well as the balance of the business men of this place get protection against unfair and unprincipled dealers of this town.

Frank Sass (general merchant) of this place received from Kenoma, Missouri, last Friday, F. S. & M. car No. 30037, weight 22,200 lbs.; freight charges, \$26.65.

The charges were for one car hay, and was loaded by J. L. McC. & Co., Kenoma, Missouri. The car was unloaded here by C. Klose and contained part of a car of bulk oats and the other part hay.

If this was the first offense I should not complain, but he is continually taking like advantages, in order to cut prices and I would like for you to see the law enforced on this shipment, and that will put a stop to such competition forever.

Very respectfully yours,

JOS. VOOHERS.

If you like, you can return this letter and I will see how many of our business men will endorse my request. I believe it would be unanimous. J. V.

Answered that it is the custom of railroads to charge in cases of car loads of mixed freight the rate applying on the highest class of freight contained in the car. As the matter is understood here, the charge in the case presented was hay rate on mixed car load of hay and oats, whilst other parties in Willow Springs paid the rate applying on oats, in similar shipments. There is nothing to prevent the charging of rate applying on lowest class of freight in a mixed car load, but there must be no discrimination. A shipment of a car load of mixed freight billed as if of one commodity only could hardly be made without the knowledge of agent at shipping point or unloaded at destination without knowledge of agent there. Information more definite was requested.

May 2, 1900:

Willow Springs, Mo., May 1, 1900.

James Harding, Esq.

Yours April 30 received. The agent here did not know the car contained oats until the car was unloaded and the freight had been paid for hay only.

Please forward the correspondence to the proper one so he can collect the rate for oats. I can furnish him conclusive proof here of my statement.

Respectfully,

JOS. VOOHERS.

Matter was referred to J. D. Riddell, G. F. A. Kansas City, who replied as follows:

Kansas, Mo., May 7, 1900.

Hon. James Harding, Sec'y, Jefferson City, Mo.:

Dear Sir—This will acknowledge receipt of your favor May 3rd, advising correspondence you have had with Mr. Joseph Voothers of Willow Springs, Mo., to the effect that a Mr. Sass of Willow Springs has been in the habit of receiving via our line mixed cars of hay and oats on which he is charged the hay rate.

I infer from your letter that charges on the entire shipment at the hay rate have been assessed by reason of our agents at Kenoma and Willow Springs not being aware that the cars contained other than hay. I have today written our agent at Willow Springs regarding this matter and have instructed him in future before making delivery of shipments of freight consigned to Mr. Sass, to investigate as to whether or not the shipments contained contraband freight, and in case they do, the charges should be assessed on the proper basis.

I thank you for calling our attention to this matter and trust that my action will meet with your approval.

Yours truly,

J. D. RIDDELL, G. F. A.

April 19, 1900:

Craig, Mo., April 17, 1900.

State R. R. and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—I enclose you a sample freight bill which I have just paid. You will see the R. R. Co. charges 22 cents per cwt. for a haul of 42 to 45 miles. A man and team can make good wages at that. Sometime ago I called your attention to the fact that I was charged at unreasonable rates on express from Chicago and Baltimore to this place. You replied that as that was interstate it was outside of your jurisdiction. Therefore, I consider this enclosed freight card strictly within your oversight and hope you will take steps to remedy this state of affairs.

Yours respectfully,

T. M. HUNTER.

Answered that charges as per expense bills were on 2d, 3d and 4th classes, and in accordance with tariff and classification on file in this office. Complaint seems to be especially as regards rates on 2d class commodities, being 22 cents per 100 pounds for a haul of 45 miles. This is in line with local rates on first class railroads in Missouri for merchandise in small lots. There was no overcharge in the case presented, nor do the Commissioners consider the charges unreasonable for the service rendered.

April 25, 1900:

Harrisonville, Mo., April 24, 1900.

James Harding, Jefferson City, Mo.:

I write you for some information. The Mo. P. R. R. Co. has charged me on car of hay from Lonetree, Mo., on their line to Harrisonville, Mo., 6 miles, at rate of 5 1-2 cents. I think this is too much under the Railroad and Warehouse Department. I claim it should be only 4 cents under the present law. Will you please advise me by return mail.

Yours,

J. W. BROCAW.

Per MAUDY.

Answered that there is no statute rate on hay. Western classification places it in class "D" in car loads. Missouri Pacific local distance tariff, applying on class D, is 5 cents per 100 pounds for distances over 5 and including 10 miles. In 1886 the R. R. Commissioners classified hay in class "I," State classification; statute rate for all distances up to 25 miles being \$1.10 per ton, or 5 1-2 cents per 100 pounds. According to Missouri Pacific tariff, 5 cents per 100 pounds instead of 5 1-2 cents should have been paid in the case presented.

April 29, 1900:

Lebanon, Mo., April 28, 1900.

Gents—Inclosed find bills of overcharge which you will please take up and put through for me. Inclosed find the schedule of rates from Lebanon to St. Louis and from East St. Louis to New York. All of those shipments of eggs were 30 dozen cases billed out at 53 pounds to the case or a 106 pounds to the one hundred; so you see at once I am overcharged to the amount of \$8 and something. Please let me hear from you by return mail.

Respectfully,

E. M. FLYNN.

Matter was referred to F. D. Russell, G. F. A. St. L. & S. F. Ry., stating complaint. Charges paid were on average weight per case of 56½ pounds; overcharge claimed being \$7.60. Total shipments were 174 cases, routed from Lebanon via E. St. Louis by Penn. R. R. to New York. Coops were billed at Lebanon as 53 pounds per case,

May 5.

St. Louis, Mo., May 4, 1900.

Jas. Harding, Esq., Secretary R. R. Commission of Mo., Jefferson City, Mo.:

Dear Sir—This will acknowledge receipt of yours of May 3rd, having reference to complaint of Mr. E. M. Flynn, Lebanon, Mo., concerning alleged overcharge on shipments of eggs from Lebanon to New York. Would respectfully suggest that if you will have Mr. Flynn kindly communicate with us, giving us reference to the shipment in question, we shall be very much pleased to investigate the matter and if we find that any overcharges have been made, as stated, we shall be very glad to arrange for prompt refund thereof.

Yours truly,

J. M. MIDDLETON.

May 8—Letter was written Mr. Flynn, informing him of tenor of Mr. Russell's letter and returning account sales. Mr. Flynn was requested to furnish dates of shipments with original billing if possible.

Nothing more was heard concerning this case.

May 2, 1900:

Washington, Mo., May 1, 1900.

Railroad and Warehouse Commissioners of the State of Missouri, Jefferson City:

Gentlemen—You will oblige me very much if you would sent me a revised list of classifications of freight as they are now in use, and legal prescription in the State, especially on the Missouri Pacific from St. Louis to Washington, Mo., 54-mile haul.

In the old arrangement, as per 12th report of the Railroad Commissioners of the State of Missouri, 1887, is the classifications of freight they put "baskets 2x1." Now I pay at the rate of 4x1. I wish to see if "prosperity has really doubled itself, and how the balance of merchandise is getting transported.

Very respectfully your servant,

H. WELLENKAMP.

Answered—Western classification, which is in force in Missouri, having been approved by the Commissioners (excepting wherein conflict with statute) places baskets as follows:

Baskets in cases, D1.

Overhanded, in bundles, with ends placed in each other, 4t1.

Paper, fruit or peach, in bundles, 3t1.

Stave, splint, rattan or willow, nested in boxes, bundles or crates,  
1 1-2t1.

Splint, with covers, closely nested, racked, 1.

Not otherwise specified, in bundles, not nested, 4t1.

Not otherwise specified, in bundles, nested, D1.

Farmers', common nested, 1.

Stationers, nested, flat, 1.

Stationers, boxed, 1.

Stationers, crated, 1 1-2.

There has been no change in this classification for several years, nor has any complaint been received at this office concerning it until now. Classifications referred to in letter, published by the Commissioners in 1886, placed baskets at 2t1 without distinction. Commissioners can reduce rates on any article in any class when found proper.

May 3, 1900:

Martinsville, Mo., May 2, 1900.

Railroad Commissioners, Jefferson City, Mo.:

Gents—We are merchants here at this place, 7 miles from New Hampton, the nearest shipping point on the C., B. & Q. railroad, and have been in business more than 20 years, and have stores at this place, New Hampton and Berlin, Mo. We write this to show you we are not novices in the business.

Last November we commenced shipping poultry to Burlington Produce Co., Burlington, Iowa, and the railroad lost 3 empty coops valued at \$4.50. We made complaint to the freight agent at Burlington, and after a long time they sent a man to look after the matter who found one shortage of one coop and found that my teamster had receipted for two others that were lost. I wrote the company that we never got them and would swear to it, and that it was not conclusive if the teamster did so sign, as they were in the habit of signing whatever the agent asked them to and never or seldom ever looked at the bills to see if the goods were all there. Now we would like for you to help us get the pay. Please advise us. We enclose you letter from the company. We complied with the letter, but still no pay.

Truly yours,

J. H. TAYLOR & CO.

Answered that the Commissioners have no jurisdiction in cases of this sort. It would appear as though the shipment could easily be placed and if coops were delivered at New Hampton the checking of waybills by agent would show it or if not the bills would be checked short. Teamster receipted for the coops, which fact places claim in bad light. If coops were all lost at same time, they should be easily traced. If dates of shipments of coops returned can be sent to this office, matter will be taken up with the C., B. & K. C. people, and whatever can be done in the way of an adjustment will be done by the Commissioners.

No reply to the letter was received.

May 7:

May 8, 1900.

James Harding, Secretary, Jefferson City, Mo.:

Dear Sir—Are there any rates fixed by the Missouri statutes upon freight which comes within the four general classes designated by the statute as first, second, third and fourth, and if so, will you kindly refer me to the statute?

Or has the Commission ever made any general order affecting rates upon these four classes?

Or has it ever made a general order with reference to rates on less than car-load lots as distinguished from car load lots?

Has the Commission ever construed the maximum rate statutes in connection with those sections of the statute which plainly allow or contemplate a higher charge upon less than car-load lots than on car-load lots.

Or, to put it differently, do the maximum charges fixed by article III, chapter 42, Rev. Stat. 1889, apply to car-load lots as well as less than car loads in cases where the rates are fixed at certain cents per 100 pounds, as for instance, class D?

Would you say, that under class D, for a shipment wholly within the State of Missouri, of 500 pounds a rate could not exceed 6 cents for the first 25 miles and 4 cents per 100 pounds for the second, and so on as provided in section 2675, revision 1889?

Kindly give me answers to the questions with a reference to any decisions of the Commission which you have in mind.

Yours very truly,

I. P. DANA, General Attorney.

Answered that no rates are fixed by statute upon commodities in the four general classes, 1, 2, 3 and 4, nor has this Board ever made any order establishing rates upon these classes. It has made no general order referring to rates on less than car-load lots as distinguished from car lots. The Commissioners hold it to be unlawful for any common carrier to charge or receive more for the transportation of one car load, or for one ton, or for 100 pounds of freight, than it at the same time charges or receives for the transportation of several car loads, or several tons (being less than a car load), or several hundred pounds (being less than a ton) over the same railroad for the same distance under substantially the same conditions and circumstances. The law provides that no more can be charged in the aggregate for less than a car load of mixed freight than is charged for the transportation of a car load of the highest class of freight in such shipment; and further provides that the law shall not be construed to forbid a railroad company from charging a less rate per 100 pounds in car loads than it charges for 100 pounds like classes of freight in less than car loads. There can be no doubt that the charges prescribed by law for the transportation of freights by railroads apply to car loads only, and this has always been the opinion of the Commissioners.

June 14, 1900:

Appleton City, Mo., June 13, 1900.

Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—On March 15, 1897, I shipped a car hay from St. Louis, Mo., to Savannah, Ga. It was loaded in two cars, owing to the fact that the minimum

weight could not be loaded in one car. It was carried by one B. L. car (7983); had 184 bales in it and No. 17817 had 28 bales in it. It was shipped over the L. & N. R. R., and en route the two cars were diverted and landed in Savannah by different routes. Both routes claimed freight. I asked Mr. Chandler to release them or get them released so one payment of freight would do for both cars. He investigated the matter and advised me to put the matter into a claim. I did so and hold the company's receipt of their receipt of the claim under date of August 5, 1899, for 9470. The claim No. is K 21190. I sent all the original papers to them. Since then I have not been able to either get a settlement for the hay (never got the hay) and am not able to get the papers back. I think this comes under your jurisdiction and appeal to you to help me. I want you to write Mr. Chandler, stating the case to him as above and demand for me a prompt settlement of this case. I have been put off, having a great number; I presume 20 letters. I enclose two of them for your attention.

Respectfully yours,

H. C. GRIDER.

Enclosures.

St. Louis, Mo., October 11, 1898.

H. C. Grider, Esq., Appleton City, Mo.:

Dear Sir—I have again referred your letter to our claim department, and will do everything I possibly can to reach an early settlement.

Yours truly,

J. N. CHANDLER, G. A.

St. Louis, Mo., June 1, 1900.

Mr. H. C. Grider, Appleton City, Mo.:

Dear Sir—We have this date referred your letter of 31st ult. to our claim department for attention, and we trust that it will have a favorable result, and that we can so notify you within a short time.

Yours truly,

J. N. CHANDLER, G. A.

Answered, stating that the matter was one over which this Board has no jurisdiction whatever, but that the matter would be taken up with the L. & N. people, there seeming to be no question that relief should be had from paying charges on the car diverted from proper route.

Case was referred to J. N. Chandler, G. A., L. & N. R. R., at St. Louis, recommending an adjustment of the complaint.

June 21:

St. Louis, Mo., June 20, 1900.

Mr. Jas. Harding, Sec'y Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—Please refer to your letter, June 18th, to General Agent Chandler concerning the above claim, which is in favor of H. C. Grider, of Appleton City, Mo. I beg to advise that our traveling freight agent, Mr. Hartsough, whose headquarters are at Kansas City, has papers in the claim and has called at Mr. Grider's office for the purpose of returning same, but unfortunately found him absent. I have this day wired Mr. Hartsough to make it a special point to see Mr. Grider at an early date in reference to the claim. Be assured that it will not be allowed to lag and disposition will be reached at an early date.

Yours truly,

JOHN FITZGERALD, Supt. Terminals.

Mr. Grider was notified of action taken, and it is presumed that adjustment was made, as nothing further has been heard concerning it.

June 2, 1900:

Springfield, Mo., May 31, 1900.

Hon. Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—I herewith enclose to your honorable Commission an itemized statement of overcharges made by the Kansas City, Ft. Scott & Memphis Railroad Company against us and collected by their agent. While the items are small in most cases, yet in the aggregate they amount to a large sum, and seems to us in the nature of a hold-up which we are tired of submitting to, and now look to you for recourse, and a proper settlement of the overcharges and an order preventing the railroad company in the future from compelling us with impunity to pay any rates they may see fit to place upon our shipments.

We have all the expense bills and all the data necessary to show that the charges are more than the law of the State allows on the goods in question. We believe the company is doing this with a full knowledge of their unlawful exactions, and if so, should be made pay the statutory penalties provided by law, as each overcharge is a separate offense. I made claim on them for this money that they have wrongfully exacted of us and they only say that they have only made the statutory charges.

I will gladly furnish you all the facts in the matter, and any information you may need will give you; but you will notice that in my itemized statement I have given details of commodity, weight, miles or less, rate charged by company, class of freight as well as other items.

I do not wish to be at any general expense in the matter except such as may be necessary in furnishing you such evidence as you may need to show that my claim for overcharging is correct.

Please let me hear from you, and I shall be glad for any suggestions you may make in the matter.

Very respectfully yours,

S. R. YOUNG & CO.

June 2, 1900:

Springfield, Mo., June 1, 1900.

The Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sirs—Answering yours of the 31st instant, beg to say that, under separate cover, we are mailing the expense bills in question. We wish to say, additionally, that we took the matter of overcharges up with the general freight agent of the K. C., F. S. & M. R. R., and he returned our claim saying the rates were correct. We have had an attorney consult the statutes covering the case, with the result that it is clearly a violation of the law. The local freight agent, of another line of this place, also advises that it is contrary to the Missouri statute rates.

Thanking you for the prompt action you have taken in the matter and trusting that you will be able to secure us a refund of the amount, and also an order restraining them from further collecting this excessive rate, I am,

Yours truly,

S. R. YOUNG.

June 5—The followings was received:

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT. }  
CITY OF JEFFERSON, June 5, 1900. }

S. R. Young & Co., Springfield, Mo.:

Gentlemen—Yours of 1st inst. with expense bills covering shipments of eggs from various points on the K. C., Ft. S. & M. R. R. to Springfield has been received and the matter given careful attention.

There is no "statute" rate on eggs. The law prescribes maximum rates on seven special classes—D, E, F, G, H, I and J. It provides for four general classes, into which commodities not included in the special classes, are to be placed. This Board has never published any tariff of rates applying to the general classes. The law provides that railroad companies file their rate tariffs with the Commissioners subject to revision and approval. Rates vary on different roads. Eggs in cases are

placed in 2nd class in western classification, which is approved by the Commissioners and is in force in Missouri.

K. C., Ft. S. & M. joint tariff No. I. C. C. 648 (effective since January 1, 1897) makes rates on 2nd class as follows:

Burnham to Springfield.....	45 cents per 100 pounds
Cabool to Springfield.....	45 " "
Cedar Gap to Springfield.....	34 " "
Diggins to Springfield.....	28 " "
Fordland to Springfield.....	25 " "
Mansfield to Springfield.....	35 " "
Mt. Grove to Springfield.....	43 " "
Macomb to Springfield.....	38 " "
Norwood to Springfield.....	40 " "
Olden to Springfield.....	45 " "
Sowgent to Springfield.....	45 " "
Seymour to Springfield.....	30 " "
Willow Springs to Springfield.....	45 " "

The rates as stated have stood approved by the Commissioners, and, therefore, are legal. No complaint has before been made to this office concerning them.

Examination of expense bills sent by you shows a net overcharge of \$8.59, which should be refunded by the K. C., Ft. S. & M. R. R. Co.

Please see statement herewith.

The Commissioners are ready at any time to take up any complaint regarding charges for the transportation of any commodity, regardless of classification and are empowered to reduce such charges whenever it is found proper to do so.

Very respectfully,

JAMES HARDING, Secretary.

S. R. Y. & Co., SPRINGFIELD, MO.

From.	Weight, lbs.	Charges paid.	Charges on freight tariff.	Over charges.	Under charges.
Burnham.....	110	\$ 55	\$ 50	\$ 05	.....
Cabool.....	19,245	90 68	86 60	4 08	.....
Cedar Gap.....	770	2 55	2 62	.....	\$ 07
Diggins.....	905	2 53	2 53	.....	.....
Fordland.....	8,439	21 08	21 09	.....	01
Macomb.....	1,185	4 50	4 50	.....	.....
Mansfield.....	21,025	75 20	73 58	1 62	.....
Mountain Grove.....	6,765	29 05	29 08	.....	03
Norwood.....	17,300	69 63	69 20	43	.....
Olden.....	275	1 40	1 24	16	.....
Sargent.....	550	2 70	2 47	23	.....
Seymour.....	17,870	53 82	53 61	21	.....
Willow Springs.....	3,310	16 81	14 89	1 92	.....
Totals.....	97,749	\$370 50	\$361 91	\$8 70	0.11

Net overcharge, \$8.59.

June 16:

Springfield, Mo., June 15, 1900.

The Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sirs—We have your valued favor relative to our claim for overcharges against the K. C., F. S. & M. R. R. for egg shipments, and we do not fully under-



stand the meaning of your letter. If you mean that, if we are not satisfied with these rates, you will take the matter up; we kindly say that we are not.

To make a long story short, it is simply robbery to be forced to pay any such rates. The rates from West Plains and Willow Springs are just the same to Kansas City, 200 miles further, as they are to Springfield, and other points are about the same. If there is any recourse, we would like very much to have it.

We enclose you a letter from our attorney, N. B. Wilkinson, of Willow Springs, in which he seems to think there is a clear violation of the law, and refers to the sections of Revised Statutes of the State of Missouri covering same.

I do not want to put you to too much bother, but would kindly ask if you will make this matter a little plain, and also if there is any possible show for us to get a refund or stop these exorbitant charges.

Yours very truly,

S. R. YOUNG.

Willow Springs, Mo., June 9, 1900.

Mr. S. R. Young, Springfield, Mo.:

I enclose your letter from Commissioners. I read it that they construe eggs to be second class freight, under the laws of the State, and the tariff rates made by the K. C., Ft. S. & M. R'y Co. They, however, seem to figure out, from the papers you sent them, that the only overcharges they have made in your shipments are \$8.59, as shown on the sheet where it is marked "Net overcharge."

Of course you can take your bills and figure out to a dead certainty just how much their overcharge is on the whole shipments, knowing that eggs are "second class" freight, and knowing their rates from each station from which you have shipped your goods. Look over the sheet where they have figured out the \$8.59 overcharge and see wherein they have erred, if they are wrong. In any event I am about inclined to think your best method is to bring action under one of the penalty clauses I called your attention to

Very truly yours,

N. B. WILKINSON.

P. S.—I neglected to say that the Commissioners will, in my opinion, take this matter up, but they do not see that you are entitled to more than \$8.59.

N. B. W.

Answered June 18—"K. C., Ft. S. & M. Joint Tariff No. 1389, effective since Oct. 27, 1898, shows 2nd class rates to Kansas City from West Plains 65 cents and from Willow Springs to Kansas City 63 cents per 100 pounds. Rate from these points to Springfield as per tariff No. ICC 648 is 45 cents per 100 pounds, 2d class. There is nothing on file in this office showing any violation of the law in charges made and collected by the K. C., Ft. S. & M. R. R. Co. for the transportation of eggs from points on their lines to Springfield.

It is the duty of the Commissioners on specific complaint duly filed as required by law to investigate the rates charged by any railroad company for the transportation of any commodity over any portion of such railroad, and to adjust such rates as may be found equitable. So, in your case on complaint filed by you, the Commissioners will take up and investigate the matter complained of and make such order regulating the same as they may find to be proper. As regards the charges already referred to by you to this office it was found that there had been a net overcharge of \$8.59. This was in aggregate of weights of shipments from each point at rates shown by tariffs filed here. There may be errors in the calculation, but if

not, the amount of overcharge as stated is correct. Where charges are in accordance with tariff filed here the Commissioners cannot order a refund on shipments made. They can, if found proper after hearing, order a reduction in the rates complained of.

July 10—The following was received:

Springfield, Mo., July 9, 1900.

Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—We sent you sometime ago expense bills and claims against the K. C., F. S. & M. railroad for your consideration. It seems that you cannot find any place where we have been overcharged or that there has not been any violation of the Missouri statutes in this instance and by this company. We would kindly ask you to return the expense bills and claims as we wish to proceed against the company in the circuit court. We have had three prominent attorneys to investigate the matter and they all agree that there is a clear violation of the law in this case which they think they can recover on in due course by law. I am no attorney myself, and this being the case I entrust my claims in their hands. The Frisco railroad, through their agent, furnished me with a copy of a tariff based on Missouri statute rate on which I base my claim, and I would consider if there was a law governing rates based on mileage and classification covering the Frisco road it would apply to all other roads operating within the State. With this I wish to file a complaint against the K. C., F. S., M. Railroad Co., as the rates that they have enforced covering second class goods, to wit, eggs, in cases from points on their line from Thayer to Springfield and intermediate points as being exorbitant and out of all reason. With such rates as they are charging it is almost prohibitory of our doing business on their line from points above stated—Springfield destination. We cite you to their tariff in effect on above goods from West Plains as being 50 cents to Springfield, while it is only 55 cents to Kansas City, 200 miles greater distance, and about the same proportion of rates exist at all the points above stated. We consider that the rates we furnished you, or Missouri statute rates shown on our claims, would be a very high rate and should not exceed this amount. So we pray your honorable body that these rates may be made in proportion with rates charged by other companies, distance and classification considered, so we may continue to operate in these commodities on said lines without suffering loss and be placed in a position to meet competition of other points.

Thanking you for the interest manifested in this matter so far, and trusting that you may be able to cause said railroad company to reduce said rates in proportion to that charged by other lines, we are,

Yours truly,

S. R. YOUNG & CO.

July 11, 1900—Messrs. Young & Co. were notified from the office that the matter of their complaint vs. the K. C., Ft. S. & M. Co. would be taken up by the Board.

July 24—Young & Co. were notified that if an adjustment of their complaint could not be effected the Commissioners would appoint a date for hearing of same.

August 15—Conference was had with Mr. Riddell, G. F. A., at Kansas City, and it was understood that a satisfactory adjustment would be made by him without further attention on the part of the Board. As nothing further was heard from parties concerned the Commissioners presumed adjustment had been effected. But on information from Young & Co. that nothing had been done, Mr.

Riddell was notified Oct. 3, 1899, that immediate action must be taken by company or the Board would order a formal hearing of the matter.

Afterwards Commissioner McCully had a conference with Mr. Riddell regarding the matter and the following reductions were effected:

EGGS FROM K. C., FT. S. & M. POINTS TO SPRINGFIELD, MO.

Distance.	Old rate, per 100.	New rate, per 100.	Reduction, per 100.
Miles.	Cents.	Cents.	Cents.
24	25	20	5
35	30	23	7
41	34	26	8
47	35	28	7
53	38	31	7
58	40	34	6
77	45	39	6

Young & Co. were notified of adjustment as effected.

February 10, 1900:

Mt. Grove, Mo., February 9, 1900.

Sec. James Harding of R. R. and W. Commission, Jefferson City, Mo.:

Dear Sir—Please enclosed find R. R. bill of lading receipted under protest as paid by myself as freight on 2nd hand boiler, engine, etc., from Hoxie, Ark., to this place, about 128 miles, on flat car, and put on and taken off by myself, R. R. Co. claiming the weight at 7,900 pounds, but only weighed by scales here 7,220 pounds, and as you perceive they charged per 100 pounds 64 cents. My contention is first the weight—too much, truly. Rate 64 cents for the distance outrageously too high; so much so as to make robbery, and it secondly classes machinery on flat cars as second class, and company had no expenses on putting on or off car. Deemed it only chance legitimately to put it in your hands for to have it corrected as between R. R. Co. and citizens. Should there be other information wanted write. Hoping to hear and learn that there is hope of being released from trust and combinations.

Yours,

R. LAMBETH.

Matter was referred to J. D. Riddell, G. F. A., K. C., Ft. S. & M. R. R.

March 9:

Kansas City, Mo., March 8, 1900.

Mr. James Harding, Sec'y, Jefferson City, Mo.:

Dear Sir—Replying to your letter of February 12th, addressed to Mr. J. J. Fletcher regarding alleged overcharge on car of second-hand mill machinery shipped from Hoxie, Ark., to Mt. Grove, Mo., consigned to R. Lambeth.

Investigation that I have made up to present time regarding the charges on this shipment show that we have not had, until receipt of your letter, an opportunity to make investigation; as I am informed by our agent at Mt. Grove that when Mr. Lambeth complained of the charges he advised him that he could not make any reduction, but made request for the scale tickets and paid expense bill so he could send them to this office for instructions.

We will not be in position to make any change in our charges unless furnished with the scale tickets and paid expense bill, and if you will kindly send same to me I will make further investigation and advise you fully result of same.

Yours truly,

J. D. RIDDELL, G. F. A.

Expense bill and scale tickets sent March 9, 1900:

March 18:

Kansas City, Mo., March 17, 1900.

Hon. James Harding, Secretary, Jefferson City, Mo.:

Dear Sir—This will acknowledge receipt of your favor 9th, enclosing papers regarding overcharge on car of saw-mill machinery shipped from Hoxie to Mt. Grove, Mo., by Mr. R. Lambeth.

I wish to state that we will protect the wagon scale weight of 7,220 pounds and will have the overcharge refunded to Mr. Lambeth through our agent at Mt. Grove.

Yours truly,

J. D. RIDDELL, G. F. A.

Mr. Lamberth was notified of action taken by Mr. Riddell. Nothing more was heard regarding the matter.

#### REGARDING RATES ON SHEEP AND DOUBLE DECK CARS.

August 26, 1899:

Guthrie, Mo., August 25, 1899.

Dear Sirs—T. D. Lyons and myself bought in Kansas City two double-deck cars of sheep on August 17 and C. & A. R. R. made a charge \$2.50 terminal. I hold a contract for rate 14 3-4 cents per 100 pounds. What law gives R. R. the right to make any such charge. I have threatened company with your authority and they say you are nothing more than wooden men to draw pay. Sheep was shipped from Kansas City to Guthrie, Mo. If you can do anything let me hear from you.

W. D. LYNES.

Kansas City, August 25, '99.

W. D. Lyons, Esq., Guthrie, Mo.:

Dear Sir—In answer to yours of the 22nd inst. will say that we went to the agent of the C. & A. R. R. today as requested in your letter and he claims that they charge this in all cases on their road for stock sheep going from this market to Missouri. The agent asked us to have you go to your agent at home and have him show you the rules of the company which he has and have him turn to paragraph 2168 and you will see there what he has told us. However, this may be the rules of the C. & A. R. R., but we are told by other roads running in here that no other road has this terminal charge; therefore, if you feel disposed to put in claim and have the time to fight it no doubt you can recover your money. There has not been many western sheep or lambs in here since you were here. The fellows that were here when you were here before will be in again from the 1st to the 10th of September with another drove of the same kind that you bought and we would be very glad to have you come in about that time if you are in need of some more sheep and take a look at these as they are said to be fully as good if not better than the other ones.

Yours very truly,

BLANCHARD & EHRKE.

Per M. F. BLANCHARD.

Since I wrote yesterday I received above letter. Will you as agents of State enforce law or will you leave it to me single handed to enforce law.

W. D. LYNES.

Answered with reply as follows:

Mr. W. D. Lynes, Guthrie, Mo.:

City of Jefferson, August 29, 1899.

Dear Sir—Yours of the 26th inst. regarding rate charged you on sheep, Kansas City to Guthrie, has been received. Please send to this office your expense bills applying on the shipment so that the Commissioners may be able to fully understand the matter.

Very respectfully,

JAMES HARDING, Secretary.

Dear Sirs—Please find enclosed receipt for freight. What I want you to do is to knock the terminal charge the C. & A. R. R. Co., make, which is illegal. They have right to charge 14 3-4 cents and that is all the charge they can make according to law. Please return receipt when you are done with it.

W. D. LYNES.

Matter was referred to F. A. Wann, G. F. A., C. & A. R. R.

September 15—The following was received:

Guthrie, September 14.

Dear Sirs—In regard to terminal charges on stock from Kansas City, C. & A. R. R. says they will pay it back. So you need not do anything in the matter.

W. D. LYNES.

November 18, 1899:

Stewartsville, Mo., Nov. 17, 1899.

Sec'y Railroad Commission, Jefferson City, Mo.:

Dear Sir—Will you kindly send me your tariff rates report or other information that I may know the rates for the Hannibal & Saint Joseph railroad? This road is making a rate of 8 cents to St. Joseph from here and a rate of 8 1-2 to Kansas City on live stock, which to me seems inconsistent. Please send me any information you may have in regard to the matter and oblige. I am

Yours very truly,

J. H. WILLIAMS, Att'y at Law.

This information is desired by a client.

Answered enclosing tabulation of statute rates, distance Stewartsville to St. Joseph being 22 miles, showing car load rate to be \$10 per car load of 20,000 pounds minimum.

November 26, 1899:

Stewartsville, Mo., Nov. 25, 1899.

James Harding, Sec'y Board of R. R. Coms., Jefferson City, Mo.:

Dear Sir—Your kind favor of 20th inst at hand. I feel like I am imposing on your kindness, but I shall be glad if you can give me any information about the following:

Have the Commissioners ever fixed a rate for stock for the Hannibal & Saint Joseph railroad, especially between Stewartsville and St. Joseph, or St. Joseph stock yards?

Has that company ever filed a schedule of rates with the Commissioners?

Have you any data at hand by which you can give me the exact distance from Stewartsville to the St. Joseph stock yards? I desire to know especially the exact distance from Stewartsville to the St. Joe stock yards. I have no data at hand by which I can ascertain that fact.

I am very sorry to cause you so much trouble and shall be very much obliged if you will kindly favor me with all the information you can give me in regard to the matter. I am

Yours very truly,

J. H. WILLIAMS, Att'y at Law.

Answered, stating that distance from Stewartsville to St. Joseph is scheduled as 20 miles, and there is nothing in this office showing distance from Stewartsville to St. Joseph stock yards. The points named are less than 25 miles from Stewartsville, and the same rate legally applies to both. H. & St. J. tariff filed shows rate of 7 cents per 100 pounds on cattle and calves from Stewartsville to St. Joseph, 8 cents per 100 pounds on hogs and 10 cents per 100 pounds on sheep. These rates are higher than the rates prescribed by statute, but the H. & St. J. R. R. Co. claims exemption from the operation of the Missouri law regulating freight and passenger rates, on account of charter privilege. This claim has always been contested by the Commissioners, but was sustained by Judge Broaddus in a case brought before him, in which it was attempted to enforce the statute rates. The matter has never been passed upon by the supreme court. The H. & S. J. Co. voluntarily accepted the statute passenger rates, and as a general rule has made freight rates lower than statute rates on all through business, and also from all competitive points, but in some instances, as in the case you present, made rates between local points higher than statute.

January 16, 1900:

Lebanon, Mo., Jan. 15, 1900.

To the R. R. Commissioners at Jefferson City, Mo:

I loaded a load of mules at Lebanon, Mo., for Vicksburg, Miss., and the agent refused to bill them further than Springfield, Mo. They went to Springfield and were held there in open pens in bad weather for three days and charged \$7 for feed. What can I do about this?

J. WEST.

Answered that the St. Louis & San Francisco R. R. Co. has no joint tariff with the K. C., Ft. S. & M. R. R. Co. on live stock from local points and consequently the agent at Lebanon could not bill shipment beyond Springfield.

May 12, 1900:

West Plains, Mo., May 11, 1900.

Board of Railroad Commissioners, Jefferson City, Mo.:

Gentlemen—We write you concerning stock rate in force on the Kansas City, Fort Scott & Memphis R. R. from West Plains to Kansas City, and will say that the present rate for cattle per 30-foot car is 19 1-2 cents per cwt., minimum being 19,000 pounds, making \$37.05, and for sheep being 19,000 pounds at 32 cents per cwt., making \$60.80 per car, making \$23.75 more for a car of sheep than for cattle.

We desire to know under the law whether or not a R. R. Co can make and maintain a rate of this kind. That is, charge more for sheep than is charged for cattle, or does the law compel them to carry cattle and sheep at same rate? Heretofore the charges have been the same, i. e., \$40 per car to Kansas City. Now they inaugurate the charge per cwt. and makes to shippers the difference beforementioned of \$23.75 per car.

Let us hear from you on this matter.

Very truly,

DAVIDSON BROS.

Answered as follows: "The statute maximum rate applying on sheep for the distance between the points named is 30 cents per 100 pounds on a minimum car load of 20,000 pounds. This weight is established by statute for a double deck car, and the law provides that a railroad company shall have the privilege of furnishing two cars (single deck) in the place of a double deck car, but that one car load rate only can be charged for the two single deck cars. The load of 19,000 pounds could not be charged a higher aggregate than would apply to 20,000 pounds and it is doubtful whether the charge should exceed 30 cents per 100 pounds for the reason that the company established the weight of a car load at 19,000 pounds, which, at 30 cents per 100 pounds would aggregate \$57. The statute rate applies to cattle as well as sheep. The K. C., Ft. S. & M. tariff (No. IC 130) makes a material difference in rates on live stock 'released' and 'not released,' and either rate is less than statute rate. On cattle, sheep and calves in car loads 'not released,' the rate from West Plains to Kansas City is 29 cents per 100 pounds, whilst on same 'released' the rate is 19 1-2 cents per 100 pounds. This rate applies on sheep in double deck cars. If a shipment of sheep amounts to a car load (20,000 pounds), the company must furnish a double deck car and charge according to their own schedule, 19 1-2 cents per 100 pounds, for the haul, West Plains to Kansas City. The charge could be no more were the shipment made in two single deck cars, the company failing to provide double deck car. The charge of 32 cents per 100 pounds as per tariff is on 10,000 pounds in single deck car, and if this constituted the entire shipment a charge greater than for a minimum car load would be illegal. The law makes no rates on less than car loads and the car load of sheep as prescribed by statute is 20,000 pounds. Perhaps the charge of 32 cents has been made on a single shipment of less than a car load in a single deck car. If a full car load was shipped the charge of 32 cents per 100 pounds was illegal, and no more than published tariff rate could be collected.

May 20, 1900.

Kansas City, Mo., May 18, 1900.

Board of Warehouse and Railroad Commissioners:

Dear Sirs—I shipped a double deck of sheep from Jameson to K. C. May 13 via Wabash and they charged me \$35 for same. I made application for a 30-foot double-deck shipped by Wynn & Netherton. No. of car, 42127. Two hundred sheep, cattle rate, 11 cents. Minimum rate on 30-foot car, 11 cents per hundred of 19,000.

My address, Jameson, Mo.

Respectfully,

H. WYNN.

Answered, stating the statute maximum rate on car load of sheep hauled 160 miles, the distance between the points named in letter,

and request made for original expense bill. Same of two local, Jameson to Pattonsburg via Wabash and Pattonsburg to Kansas City, would be but \$27.50 as against \$35 charged by Wabash for haul from Jameson to Kansas City over its own line, distance being 69 miles greater.

Jameson, Mo.

Hon. Wm. E. McCully, Jefferson City, Mo.:

Dear Sir—I wrote from K. C. last Friday to the Board of Commissioners in relation to shipment of double deck of sheep via Wabash railroad and by letter received I fear the Secretary did not understand the case. As I understand the law a railroad has to furnish a double deck for sheep or two single deck for the same price that they charge for a car of cattle or any other stock.

Wabash rate from here to K. C. on cattle is 11 cents per hundred. Minimum weight for cattle, 30-foot car, 19,000. Hence rate on cattle would be \$20.10. Now I claim they should furnish me with double deck 30-foot from Jameson to K. C. for the same as cattle car, \$20.10. Well, I made a specified order for a 30-foot double deck, but they gave me a 36-foot car and charged me the rate on two cars; that is to say, 17 1-2 cents per hundred on 24,000 pounds, which is \$38.50, which I paid under protest at K. C. If necessary I can get expense bill and duplicate contract and send you. Now understand the Wabash makes the same rate to K. C. on hogs and cattle that the Rock Island and the P. S. & Gulf does. Hence I think I was overcharged. I am

Respectfully,

HAMLET WYNN.

Answered June 16, as follows: "Reply to yours of —, May last, has been delayed by reason of absence from office. The law provides 'it shall not be lawful for said railroad companies, private companies or individuals to charge or receive for the transportation of a double deck car of sheep more than the legal rate of freight allowed for the shipment of stock.' There is no distinction made by law in rates on different kinds of stock. It may be held that the words 'legal rate of freight allowed for the shipment of stock' must mean the rates specified in the statute. But any rate filed by a railroad company and approved by the Commissioners is necessarily a 'legal rate.' If this construction is correct, then it would seem as though the rate filed as applying on cattle in car loads must also apply to sheep in car loads. The question is a new one, having but very recently been brought to the attention of the Board. Rates are filed in this office showing the same rates on cattle and sheep in car loads, the latter in double deck cars. For sheep in single deck cars the rate is very materially higher, but this must be considered as a rate on a less than a car load lot. You understand, of course, that a car load of sheep (20,000 pounds) loaded in two cars in lieu of one double deck car would pay only the charge for one car load."

June 2, 1900:

Raymore, Mo., June 1, 1900.

Board of R. R. Commissioners:

I shipped a double deck of sheep from West Plains to Raymore last Saturday and got here Sunday night with them. That is, I called for a double deck car. They



sent me in two 36-foot cars. I claim that they had no right to charge me over \$42.90 for the two cars, which it took to make the double deck. As I understand it you are allowed 22,000 pounds of cattle weight, and we had considerable less of sheep. There was no dispute on that point, however. I made them a legal tender Monday morning of \$42.90. They refused to take it and attempted to charge me \$27.50 more. They kept my sheep all day Monday in the hot pens without feed or water until 3 o'clock, then the station agent had them watered; then they wired him to accept my terms. I asked them \$25 damage, which they don't see fit to give me. I was in their office yesterday and they tell me the next shipment from West Plains to Raymore will be \$51. Now I claim they have no right to charge me only the cattle rate, which is \$42.90. I write this letter as a complaint in this respect against the R. R. Co. I wish you would write me the particulars in regard to the question, as I expect to be called back any day for two more double deck. I saw the letter you wrote to Davidson Brothers & Co. of West Plains, and if I interpret it right they have no right to charge me over the \$42.90.

Very respectfully,

M. McKEIGHAN.

Answered, stating the law regulating the shipments of sheep, and that no more can legally be charged for 20,000 pounds of sheep loaded in two 36 or 40 ft. cars than for a similar car loaded in one double deck car. Where a shipment of sheep is less than a car load, say 10,000 pounds, then the car load rate will not apply. The law makes no distinction in kinds of stock, and the Commissioners hold that the law intends the car load rate applying on cattle to apply also to sheep. The rate from West Plains to Kansas City on a car load of cattle "released," as shown in joint live stock tariff No. 1688, K. C., Ft. S. & M. R. R., effective December 1, 1899, and now in force, is 19 1-2 cents per 100 pounds. This rate applied to sheep, car load, 20,000 pounds, would make rate in aggregate \$39. Rate could be no more to Raymore from West Plains than to Kansas City.

June 8, 1900:

Raymore, Mo., June 7, 1900.

Hon. Joseph Flory, Esq., R'y Commissioner, Jefferson City, Mo.:

Dear Sir—On June 4, 1900, I shipped from Raymore, Mo., to Kansas City one double-deck load of sheep over the K. C., C. and S. R. R. The company not having double-decked cars they furnished me two single-decked cars, for which they charged me eighteen dollars and seventy-five cents (\$18.75), just double the rate they should charge, or the cattle rate for two car loads. How shall I proceed to secure overcharge from R. R. Co.? They claim they have a right to charge me \$18.75, which I think is in violation of the statute law. Please let me hear from you by return mail and oblige.

Very respectfully,

D. J. FUNK.

Answered that K. C., Ft. S. & M. regulations provide that where a shipper demands a double decked car for a shipment of sheep two single deck cars shall be provided, the net weight of the loading of the two cars to be billed subject to the rate and minimum weight for one car of cattle. The rate as fixed in tariff No. 1688 is 5 cents per 100 pounds on cattle from Raymore to Kansas City, which on

load of 19,000 pounds (cattle car load, standard car,) aggregates \$9.50, and which is the rate properly applying on car load of sheep (in double deck or two single decked cars, 19,000 pounds) for same distance: Provided, that a minimum car load of sheep was offered for shipment, any charge in excess of rate named for the haul as stated was illegal.

June 30, 1900:

West Plains, Mo., June 28, 1900.

T. J. Hennessey, Railroad and Warehouse Commissioner, Jefferson City, Mo.:

Dear Sir—I desire to call your attention to the freight rates charged here by the K. C., F. S. M. railroad Co. on sheep. They have fixed their rate on sheep for double-deck cars or for two single-deck cars \$61, or 32 cents per hundred pounds. As I understand it they charge for cattle at the rate of 19 1-2 cents per hundred pounds. The minimum weight for standard car is 19,000 pounds, which would make the rate per car \$37.05 for cattle and the minimum charge for hogs, 15,000 pounds per car, \$37.50. As I understand sections 1092 and 1093, Revised Statutes of 1899, it is the duty of the company to furnish double-deck cars for sheep and charge the same rate as they do for other stock; or if they fail to furnish double-deck cars, then they must furnish two single cars: then they can only charge the same rate for the two cars for sheep that they charge for one car for other stock. Their charges for sheep for double deck or two single decks is \$61. So the minimum rate for sheep is 19,000 pounds for double-deck cars at \$61 would be \$23.95 more than the price for other stock. As I construe the law the spirit and intention of it is to force them to haul as many pounds of sheep as they do of cattle for the same amount of money. They claim they have changed their freight rates so as to charge \$37.05 for cattle per car and \$37.50 for hogs per car and \$61 for double deck or two cars for sheep.

I don't think under the law they have any right to make any such discriminations, and my clients who are large shippers want the Commission to take the matter up and regulate the freight rates. If there is any information or charges to be filed and you have any blanks for that purpose, send them to me and I will have them filled out and verified by responsible parties.

I have made inquiry, and I find that all other roads, so far as I can hear, charge the same rate for sheep as they do for other stock per hundred pounds. The Frisco from Springfield to Kansas City charge 13 1-2 for sheep, cattle and hogs. I understand there is no discrimination on any other roads.

Let me hear from you\*as soon as you can in regard to the matter.

Yours truly,

JAMES ORCHARD.

P. S.—I herewith enclose you letter from the general freight agent. Please read and return.

ORCHARD.

Kansas City, Mo., June 26, 1900.

Messrs. Davidson Bros., West Plains, Mo.:

Gentlemen—Your letter of June 21st to Mr. R. R. Hammond, has been referred to me for reply.

We have amended our live stock tariffs to provide for the Missouri statute cattle rate as the maximum charge on two single deck or one double deck car of sheep moving between any two points on these lines in Missouri, which rate is from West Plains \$61.00 per car of any length so long as the shipment does not exceed 20,000 pounds in weight, and should the weight exceed that figure, charges would be figured on proportionate basis. The charge on a shipment from West Plains to Kansas City, loaded in a car 31 feet and under in length, would be \$60.80 and for single deck car \$32.00. The rate from Springfield to Kansas City will be \$38.00 for two single or one double deck and \$20.00 for a single deck when loaded in car 31 feet and under in

length, and on cars exceeding 31 feet the charge would be \$41.00 for a double deck or two single decks, and on the single deck gradually higher than \$20.00, according to size of cars used, but not to exceed \$41.00.

Yours truly,

J. D. RIDDELL, G. F. A.

Answered. \* \* \* "The understanding of the Commissioners as regards the meaning and spirit of the law regulating charges for the transportation of live stock is the same as yours. The law (section 1092, R. S. 1899) prohibits the charging for the transportation of a double decked car of sheep 'more than the legal rate of freight allowed for the shipment of stock.' The rate of 19 1-2 cents per 100 pounds on cattle from West Plains to Kansas City as filed in this office by the K. C., Ft. S. & M. R. R. Co. is a legal rate on freight allowed for the shipment of stock. The law makes no distinction between different kinds of stock. The minimum car load of sheep as fixed by law is 20,000 pounds. The 'statute' rate on live stock from West Plains to Kansas City is \$59 for car load of ten tons, being 29 1-2 cents per 100 pounds. If you will state the matter complained of specifically in form of complaint the Commissioners will promptly take the case up for investigation."

#### REGARDING CAR SUPPLY.

November 24, 1899:

Rich Hill, Mo., November 23, 1899.

Sec'y of Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—We have a client a Mr. James Gee, of this city who is engaged in the mining and sale of coal, the great bulk of his output being shipped over the Mo. Pac. railroad. He alleges that the Rich Hill Coal Mining Co. is very desirous of buying his output, and since his refusal to let this company handle his coal, the said railroad company has been discriminating against him, in this, that they will not give him cars to handle his coal. He says that when he refused to let the coal company aforesaid have his output, that one of its principal men in charge of the office here informed him that he would get no cars to handle his coal. He says that this prophecy has only proven too true, and that he appeals to your department for relief. Awaiting your early reply, we are,

Yours truly,

TEMPLETON & HALES.

Matter was referred to J. C. Lincoln, G. F. A., who replied as follows:

Mr. Jas. Harding, Sec'y Board of Railroad Commissioners, Jefferson City, Mo.:

Dear Sir—Yours November 24th. I apprehend Mr. Gee's complaint grew out of misapprehension as to the use to which cars were put when placed at the Rich Hill Coal Mining Co. for loading. Through necessity our company was obliged to set its cars to mines where company coal was loaded in order to get fuel with which to operate its locomotives, and no doubt Mr. Gee, the same as other coal companies along the line, suffered through our necessities.

In the handling of commercial coal this company undertakes to distribute its cars equitably as among the different miners. I am informed by Mr. Fellows, G.

S. A., that Mr. Gee was here on November 28th, and I understand from him that he is now receiving cars and that he has not suffered any greater shortage than other shippers in that vicinity, including the coal companies which Mr. Fellows represents.

Yours truly,

J. C. LINCOLN.

At Chicago December 13th, 1899.

Letter was written Templeton & Hales December 16, '99, informing them as to statement made by Mr. Lincoln, and hoping the matter complained of by Mr. Gee had been satisfactorily adjusted.

Nothing further was heard concerning the matter.

June 16, 1900:

Worland, Mo., Jan. 15, 1900.

To the Hon. Board of Railroad and Warehouse Commissioners:

Dear Sirs—I have been subjected to great inconvenience and considerable loss by reason of the failure of the Mo. P. R. R. Co. to promptly furnish me with empty coal cars at this place. I make a practice of ordering cars from one to three days in advance of time they are needed and then often have to wait for them from two to five days.

This condition of affairs makes successful operation of mines in this vicinity almost impossible. Often operators here complain of the neglect of the company in this respect. The agent there fails to assign any satisfactory reason for same. If your honorable body will take this matter up and secure for us better service you will greatly oblige myself and other operators in this immediate vicinity.

Respectfully yours,

JAMES C. PATRICK.

Matter was referred to J. C. Lincoln, G. F. A., who replied as follows:

St. Louis, Mo., January 22, 1900.

Mr. Jas. Harding, Sec'y Missouri R. R. Commission, Jefferson City, Mo.:

Dear Sir—This acknowledges your January 19th, embodying complaint made by J. C. Patrick of Worland, Bates county, with reference to car supply.

I will give the matter immediate investigation, advising you result there.

Yours truly,

J. C. LINCOLN.

February 6, 1900—Letter was written Mr. Patrick as follows: "Referring to your complaint of failure of the Missouri Pacific R'y Co. to promptly furnish you with empty coal cars. Matter was referred to Mo. Pacific general officers on 19th ult. for explanation.

"The report of Mr. A. J. Clor, agent at Worland, shows in detail order for and delivery of empty coal cars from January 4th to 27th, inclusive (1900). The statement shows cars ordered and furnished J. C. Patrick and Patrick & Tyer at Worland and No. 2 sidings, respectively. The number of orders is 18. One order, January 15th, car wanted January 17, reported collected January 16. Of the remaining orders there were but two which were not filled promptly. One order, January 4, car wanted January 6, 7 a. m., was not filled until January 8, 12 noon. Another January 13th for delivery January 15th, was not delivered until January 18th. The statement is

made by Mr. Kellar, Div. Supt., that for a portion of the time during January, 1900, they were short of cars. The statement of the agent at Worland being correct, there seems to be no good ground for complaint, as the delivery of cars ordered was, with but the two exceptions noted, promptly made. Should you, however, desire to carry the matter further and can produce evidence showing unnecessary delay or neglect on the part of the railroad company in the delivery of cars as ordered by you, the Commissioners will promptly take the matter up for investigation."

No further complaint was made.

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### REGARDING SWITCHING AND TRANSFER CHARGES.

January 18, 1900:

Green City, Mo., June 16, 1900.

Mr. W. E. McCully, R. R. Commissioner:

Dear Sir and Friend—I will try and state my complaint, which is this: "Say I start a car of hogs or any stock at Green City or any other place and the car is only half loaded and I order the car switched to fill out the load at any other station and the company wants to charge for each switch.

Now, I understand; and it always has been the custom, to give one switch free until the last few days. Now, does the law compel the R. R. Co. to switch once free or not?

You understand this I trust and will let me know if you have anything to do in adjusting this matter.

Please answer soon.

Yours,  
A. HERINGTON.

Answered there is no law regulating switching charges in Missouri. The Mo. Commissioners have made a ruling requiring one free switch on delivery of cars on arrival at destination, but none as regards switching in transit. Their opinion is that a charge for switching cars in transit under conditions such as stated is proper.

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April 7, 1900:

Kansas City, Mo., April 6, 1900.

Mr. James Harding, Sec'y Mo. Board R. R. and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Will you kindly advise me if you received notice from the Missouri Pacific and Burlington roads of intention to advance switching charges within the switching limits of Kansas City \$1 per car, effective January 15th?

In conversation with Mr. Hennessey some three weeks ago he stated that so far as he knew no such notice had been filed.

Thanking you in advance for the information, I remain,

Yours very truly,  
W. P. TRICKETT.

Answered April 10 that no notices of intention of the Mo. Pacific and Burlington lines to advance switching charges at Kansas City had been filed in this office.

## REGARDING STATION HOUSE AND AGENTS.

July 28:

## PETITION.

To the Honorable Railroad Commissioners for the State of Missouri:

We, the citizens of Reger, Mo., and vicinity herein ask your honorable body to investigate the cause of the O., K. C. & E. R. R. Co. abandoning this place as a freight and telegraph office. They have abandoned the office here entirely.

Whereas, the said company has no cause for doing so. First, the citizens of this community furnished the funds for the building of this depot with the understanding that it was to be used for the accommodation of the public; second, the earnings of this station have undoubtedly been sufficient to maintain a first-class agent and operator here. For during the last six months, commencing the 1st of Dec., 1898, and ending the 1st of June, 1899, there were 116 car loads forwarded from this station.

The following is a list or statement compiled by the auditor of the above-named railroad company, Mr. W. D. Tucker, of Quincy, Ill.:

**FREIGHT AND PASSENGER EARNINGS AT REGER, MO., FOR SIX MONTHS,  
ENDING MAY 1ST, 1899.**

Months.	Local Tickets.	Coupon Tickets.	Excess baggage.	Freight.	Total.
December .....	\$15 60	.....	.....	\$679 97	\$695 57
1898.					
January .....	20 35	\$6 10	\$ 30	214 47	241 22
1899.					
February .....	20 10	48 60	.....	149 93	218 63
March .....	21 05	6 10	1 00	50 99	79 14
April .....	72 40	18 90	.....	209 36	300 66
May .....	20 00	.....	90	210 35	231 25
Totals .....	\$169 50	\$79 70	\$2 20	\$1,515 07	\$1,766 47

And there is nothing in the present indications to show that the earnings will be less in the future, as our town and community is in a prosperous condition, and there is at least 75 car loads of freight in sight to be shipped within the next six months.

Our town has grown in wealth during the last year fully 25 per cent.

Now, in consideration of the above facts, the discontinuance of this office will cause a great inconvenience and damage to the business of the merchants, shippers and citizens of this community. Therefore, we ask your honorable body, if this comes under your jurisdiction, to see what you can do to remedy this matter.

H. A. ATKINS, J. R. WILLIS, C. B. PFIEFFER and many others.

Answered as follows:

Macon, Mo., July 29, 1899.

A. Herrington, Esq., Green City, Mo.:

My Dear Sir—Yours of the 26th instant at hand this a. m. on my return home, and I wish to assure you I fully appreciate the letter, and further assure you that I shall diligently employ every talent I may possess, to the end that our people of the O., K. C. & E. may enjoy the railroad facilities which they so richly deserve.

I have already made a careful report on this property and find not only its physical condition very bad, but her financial status equally so, and in my opinion the best business judgment, the safest and keenest management will be required to accomplish this end.

The Missouri Board of Commissioners have already filed their order touching this property (yesterday) with Gen'l Mgr. Reardon and the Eastern owners, and improvements must be begun at once. You understand that the P. & G. have depleted this line physically and then dropped her without a dollar in the treasury, but I feel that (under certain conditions) it is yet possible to accomplish a great deal in improvements before cold weather begins.

Now, touching the depot at Reger, I do not know why Mr. Reardon has ordered this discontinued, but I do know that he is economizing to the last penny in order to put every dollar he can get hold of into track improvements; hence, I am sure that Reger must have not been doing any business and been run at a dead loss.

I shall take this matter up with Mr. Reardon at once, but if he confirms my suspicions as indicated above, I desire to ask if you don't think it would be a good idea for you stockmen to suffer some few inconveniences for a short while in order that we may all the sooner enjoy first class shipping and R. R. facilities. It occurs to me that an arrangement might be perfected to still load and ship stock from Reger, even without an agent, for a short while anyway. However, this is but a suggestion, and I shall be glad to hear from you further on the subject, and I do insist on you exercising a whole lot of patience and join hands, so far as may be in your power with Mr. Reardon and the Missouri Commissioners in their effort to develop a material improvement in this road ere cold weather begins, and to do this the strictest economy is necessary.

Sincerely yours,

WM. E. McCULLY,  
Railroad and Warehouse Commissioner.

The matter was referred to Mr. Reardon, general manager, who replied as follows:

Quincy, Ill., August 8, 1899

Mr. James Harding, Sec'y Missouri R. R. and Warehouse Com., Jefferson City, Mo.:

Dear Sir—I beg to respectfully acknowledge receipt of your favor of August 7th in reference to the closing of the station at Reger. The matter had our very serious consideration, and was closed purely in the interest of economy.

Just as soon as there is a prospect of sufficient business to warrant the expense, I will again put in a telegraph station. The station is now open and running in every sense of the word exactly as it was before, except that there is no telegraph office. We have a man acting as ticket agent, taking care of station, checking baggage and handling freight in as good shape as it was done heretofore, and the people of Reger have no cause for complaint. In fact, several of them have written me that they are satisfied entirely at this time.

Yours very truly,

H. S. REARDON,  
General Manager.

March 23, 1900:

St. Louis, Mo., March 22, 1900.

Mr. James Harding, Sec'y R. R. and W. H. Department, Jefferson City, Mo.:

Dear Sir—I am in receipt of your letter of March 15th with reference to re-opening the agency at Tebbetts station, which was temporarily abandoned on account of very light business at that and some other points, and the necessity for economical operation.

Will have the matter given prompt attention and make more definite reply later.

Yours truly,

A. A. ALLEN.

April 8, 1900:

St. Louis, Mo., April 8, 1900.

James Harding, Esq., Sec'y R. R. Commission, Jefferson City, Mo.:

Dear Sir—In answer to your letter of March 15th to our vice-president and general manager, beg leave to advise that I have issued instructions to re-establish the agency at Tebbeits on the 15th instant.

Yours truly,  
M. SWEENEY,  
General Superintendent.

March 30, 1900:

Matson, Mo., March 29, 1900.

Col. Joe Flory, Jefferson City, Mo.:

Dear Sir—As I feel as though we are being imposed upon by our railroad at this point, I will call your attention to the facts: In the first place my brother and I agreed to furnish them 19 rights of way lying between Hamburg and Augusta in consideration of a depot to be built and maintained at Matson, which it took us eight years to obtain; all the people did not donate, we bought and paid for; in addition to the above I gave them 9 1-4 acres; six acres was right of way across my farm and 3 1-4 was for depot grounds, for which I had a contract that binds them to build and maintain depot at Matson or pay me \$2,500. Since the above agreement was made they put in a siding 1 1-2 miles below us; that divided the country so there is not enough of business at either place to sustain an agent, but if the business was consolidated at Matson as was agreed on in the first place, it would make this a good paying station, as it was the main shipping point on the Missouri river before the railroad was constructed. As I am sick, and have been for some time, have neglected to write you before this. Would be glad to meet you soon in regard to the above if it comes under the ruling of the Board of R. R. Commissioners. Please let me hear from you in regard to the matter. I remain

Yours truly,  
R. C. MATSON.

Answered that matter complained of was beyond the jurisdiction of the Board, but it appeared from statement made that contract referred to would compel the railway company to maintain a depot at Matson, or subject it to the penalty of \$2,500. It was recommended that competent legal advice be taken as to course to pursue.

April 12, 1900—A number of communications were received from citizens of Pleasant Hill, Mo., regarding train service on the Pleasant Hill branch of the Kansas City, Clinton & Springfield R'y about as follows:

Pleasant Hill, Mo., April 11, 1900.

To Hon. R'y Commissioners, Jefferson City, Mo.:

Gentlemen—We respectfully petition and ask your honorable body to compel the what is known as the Pleasant Hill & Lawrence R'y, now a branch of the Memphis R'y, to erect and maintain a depot, to employ and maintain a station agent and to give us a daily train service of at least one train a day each way. We are entitled to the consideration, and we hope that you will help us secure it.

Very truly,  
PLEASANT HILL BANKING CO.

April 19, 1900—The following letter was written Attorney-General Crow:



"I am instructed to ask of you your written opinion in relation to the authority of the Railroad and Warehouse Commissioners to enforce the provisions of section 1118, Revised Statutes, 1899, regarding the construction and maintenance of switches and freight houses and train service at towns containing two hundred inhabitants or more. The Commissioners desire to be informed just what their authority is in the premises, and in what manner it may be exercised."

By order of the Railroad and Warehouse Commissioners.

Very respectfully,

JAMES HARDING, Secretary.

To this letter no reply was made by the Attorney-General and as the Commissioners were uncertain as to their authority in the matter, or whether indeed they had any power whatever regarding it, no action was taken. Section 1118 requires that a train shall stop at least once daily at any town having a population of 200 inhabitants or more on the line of any railroad in the State. A penalty to be recovered by civil action as stated in section 1114 is provided by section 1118.

The penalty in section 1114 is as regards consignments to elevators and penalty is the payment of the value of the property, and the forfeiture and payment to the owner or consignee the sum of twenty-five dollars. The Commissioners do not clearly see how a valuation of property could be arrived at or just how its owner or consignee could be identified as connected with a failure on the part of a railroad company to stop a train daily at a town containing two hundred inhabitants or more. They do not think the penalty provided by section 1118 could be enforced, but would promptly take any action necessary in cases such as that presented at Pleasant Hill were they sure that their efforts would be sustained by law. Their experience in suits brought by them in endeavors to enforce the law is not very encouraging.

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May 13, 1900:

Gun City, Mo., May 12, 1900.

The Hon. Railroad Commissioners of Mo., Jefferson City, Mo.:

Dear Sirs—This station, which is on the M., K. & T., 12 miles west of Holden and 4 miles east of East Lynn, is and has been deprived of an agent for two or more years, notwithstanding the company agreed to maintain an office here in consideration of the rights and title to the fractional lots along side line of road in the town and we wish to know if there is not some way to force the company to put an agent here, and we would respectfully ask you to give us instructions as to how to proceed. If it requires a petition, please send us a blank for that purpose and oblige.

Yours truly,

L. H. BUTLER.

Gunn City, Cass county, Mo.

Answered that the Board had no jurisdiction in the matter, but if petition was drawn up and signed by a good number of citizens interested asking that an agent be appointed at Gunn City the Commissioners would take the matter up with the officials of the M., K. & T. R'y and do all in their power toward bringing about the result desired.

Nothing further was heard regarding the matter.

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### REGARDING EXPRESS COMPANIES' CHARGES.

July 5, 1899:

St. Louis, Missouri, July 3, 1899.

Mr. Jos. Flory, Chairman Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir--About two years ago we reduced our merchandise rates on the Iron Mountain and other lines in Southeast Missouri, placing them all on a straight mileage basis without regard to transfer from one road to another. This, in some cases, brings the rate down to about freight rates.

The Mississippi River and Bonne Terre railway, with whom we have a contract to pay them fifty per cent. of our gross receipts on that line, are complaining that while our tonnage has increased, their payments have fallen off, and ask that the rates be increased somewhat.

I send you two tables. No 1 showing the 1st and 2nd class to and from points on that road and between St. Louis and these points. No. 2 showing our present rates in black figures and proposed rates in red figures where changes should be made.

We ask permission to make these changes, and also changes in rates to and from points on this line and points on other lines that have been made on a straight mileage basis, and are, therefore, too low. If permission is granted we will file the new rates as soon as they can be completed.

Kindly return the sheet, as I have made but one copy.

Yours truly,

L. A. FULLER,  
General Superintendent.

Answered as follows, July 11, 1899:

"The Commissioners today took up and considered your letter of the 3rd inst. with accompanying schedule of rates as proposed for express service on Mississippi River & Bonne Terre R. R. I am instructed to state that the Commissioners consider the existing freight rates on the M. R. & B. T. R. R. as being fully as high as could be approved by them, and if any changes in rates were made for that road it would be in the way of a reduction in the rate tariffs of the road itself. They instruct me to state that they cannot approve the proposed increase in express rates as suggested by you in the table enclosed herewith.

Very respectfully,

JAMES HARDING, Secretary.

September 5, 1899:

California, Mo., Sept. 4, 1899.

Railroad Commissioners, Jefferson City, Mo.:

Dear Sirs—Allow me to call your attention to charge of Pacific Express Co. on a single package of stationery from St. Louis to California, the weight of which was 16 1-4 pounds; charges 55 cents, and it occurs to me that the charge is in excess of what it should be. Please advise.

Very truly,

EDMUND BURKE.

Answered that the rate per 100 pounds for transportation referred to is \$1.25, and the charge of 55 cents on a package weighing 16 1-4 pounds is in accordance with table of graduated rates filed in this office and approved by the Board. Had the package weighed but one pound, the charge would have been 25 cents; three pounds, 30 cents; five pounds, 45 cents; ten pounds, 45 cents; fifteen pounds, 50 cents; and rate for over fifteen pounds up to twenty pounds is 55 cents, as charged.

October 15, 1899:

Vandalla, Mo., Oct. 14, 1899.

James Harding, Sec'y R. R. and W. H. Department, Jefferson City, Mo.:

My Dear Sir—Please turn to your schedule of U. S. express rates and give me the maximum rate to be charged for the shipment of a Scotch terrier pup from Curryville, Pike county, Mo., to Mexico, Mo., distance about 35 miles. I notice that express companies must file classification and rates at your office, and I know of no better way of settling the question than in this way. When I paid the charges on 8 weeks' old "pup," I was assured that it was in full; but now I am asked to pay more than double what I had already paid. This, of course, I mean to do, if charges are lawful; otherwise I shall rebel. Regret to trouble you, but I presume you are "used" to being troubled in this way.

Very truly yours,

J. W. DANIEL.

The little box was about 8x8 inches

Answered that according to classification filed, the rate on dogs is double merchandise rate. The rate is 50 cents per 100 pounds between the points named; so the rate on dogs would be \$1 per 100 pounds for same service. Graduated rate sheet makes rate on three pound packages between points named 25 cents; 7 pounds to 15 pounds, 30 cents; 20 pounds, 35 cents, or at double rate, 50 cents, 60 cents and 70 cents. Presumably the weight of pup and box could not have exceeded 20 pounds.

November 23, 1899:

Omaha, Neb., November 21, 1899.

Mr. Jas. Harding, Sec'y Railroad and Warehouse Commissioners, Jefferson, Mo.:

Dear Sir—I have your favor of the 20th in reference to complaint made by a Kansas City firm account of our rate from Kansas City to Grant City being \$1.50 as against Wells, Fargo & Company's rate of \$1 for a like distance. Our rate was put in effect before the cut-off was built from Albany to Grant City. Since that time the rate has not been revised.

I have taken the matter up with our tariff department, and I think I shall be able to advise you in a week or ten days that the rate has been reduced. When I hear from that department, I will advise you.

Yours truly,  
J. H. BUTLER,  
Superintendent.

Subsequently this office was notified by Mr. Butler that the rate complained of had been adjusted and put in line with W. F. Co.'s rate.

December 28, 1899:

St. Joseph, Mo., December 27, 1899.

Mr. James Harding, Sec'y Railroad and Warehouse Department, Jefferson City, Mo.:

Dear Sir—There is a great deal of complaint among the people in St. Joseph because the express companies have taken to charging for the delivery of packages outside of the business center of the city. They have established their own limit, which is Tenth street, and only about three blocks from some of their offices, and charge 10 or 15 cents extra on all prepaid small packages.

The questions arise, and I would like, if you can, if you would give me some information: Whether they have any right to make such a charge, whether the Commissioners in any way control them as to the delivery of parcels, if they can make limits to suit themselves and charge just whatever they please?

If they can charge 30 per cent. of the prepaid cost for delivering a parcel, is there any reason why they could not charge two or three times that much?

There was a local story in the News a few days ago upon the subject, which I will send you. The general impression among the people is that the express companies are out for the "stuff," and that they gouge in a small way as often as possible. This is especially noticeable at holiday season, when it is observed by many that they are in the habit of collecting express charges on packages already prepaid, refunding the money when a sufficiently hard kick is put up. What is the law, if any, or the rules adopted by the Commission in regard to these matters?

Yours very truly,  
C. B. EDGAR, Editor.

Answered that matter would be referred to the managers of the express companies doing business at St. Joseph.

January 10—The following was received:

St. Louis, Missouri, January 9, 1900.

Mr. James Harding, Sec'y Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—Referring to your letter of December 28th relative to complaint made of exorbitant charges made at St. Joseph, Mo., by express companies and the narrow limits of free delivery.

I send you herewith full result of investigation, with map, showing delivery limits, which takes in all of the business portion and much of the residence portion, leaving only a small part of the residence portion that has any amount of express business outside of the delivery limits.

I hardly think there is any real ground for complaint. Certainly none from those who patronize the express companies frequently. Probably this complaint originates with some person who rarely receives or sends packages by express.

Yours truly,  
L. A. FULLER,  
General Superintendent.

St. Joseph, Mo., Jan. 6, 1900.

Mr. J. T. Daniel, Supt. Pacific Express Co., Kansas City, Mo.:

Dear Sir—Herewith please find delivery limits established at St. Joseph, Missouri. I have outlined it on map as suggested so that General Supt. Fuller will have

a good idea of the ground it covers. From time to time in the past we have gone over these delivery limits and extended where we thought business would justify, and I really think that they cover all the ground that is necessary. We have in these delivery limits some 380 blocks, or, in other words, about 31 miles of street delivery. Fully 95 per cent. of express matter received is to addresses inside of these limits, the balance being widely scattered over outside districts.

Regarding our matter for outside points of delivery limits, it is delivered by outside delivery express company, whose charges are as follows: 10 pounds or less, 10 cents; 10 pounds to 20 pounds, 15 cents; 20 to 30 pounds, 20 cents; 30 to 100 pounds, 25 cents. These charges we find are about the same as that of outside delivery express companies in other cities.

Regarding the boundary lines shown on map. I wish to say that west of the west boundary line to Pauline street it is a terraced hill with few streets graded, and in bad weather is almost inaccessible. On 2nd street, between Franklin and Isabel, there are a few residences, and at the time these limits were defined the street was impassable, since which time this street has been graded, and, therefore, possibly we could extend the services to include the territory between Main, 3rd, Franklin and Isabel. 5th to Isabel. This is a deep ravine and almost impassable in places and thinly settled, and we seldom have any express matter for the place. Egge's addition. This is all cared for by delivery from 6th street, on the east. It is true that our boundary line south of Francis has been 10th street. At the time these limits were made only a portion of 11th street was macadamized. 10th street is at the foot of a hill rising at an angle of 45 degrees to the east two full blocks; this hill goes south as far as Olive street; from Messanie to Olive it is rough and but a few streets are opened up. In order to get to this section of the city it is necessary to make a long roundabout journey; therefore, it was the judgment of the agents and superintendents of the companies represented here at the time these limits were made that it would be well to cut off the limits at 10th street. Since that time 11th street has been graded, and it might be well to extend the limits from 10th to 11th from north to south line of delivery limit. 13th street has recently been graded and paved from Frederick avenue to Ridenbaugh, and, therefore, the limit might well be extended that much in that direction. With these exceptions I believe that these limits cover all the territory that the express companies can afford. To extend them to any greater extent than I have suggested would require another delivery wagon for each company represented here. The facts are, the business of the express companies here will not justify such an expenditure. We have found our people here very reasonable in regard to this matter and we very seldom have any complaint; an explanation has always proven satisfactory. The facts are, that during the past three or four years we have not had in this office to exceed one-half dozen complaints.

Respectfully,

H. V. ARROWSMITH

General Agent.

AGREED DELIVERY LIMITS OF THE UNITED STATES, PACIFIC, ADAMS  
AND WELLS, FARGO & CO.'S EXPRESS COMPANIES.

Street.	No.	No.	Street.	No.	No.
	From.	To.		From.	To.
Antoine.....	100	602	Seneca.....	800	1002
Augusta.....	300	402			
Angelique.....	300	1002			
Charles.....	200	1102			
Church.....	900	1202			
Edmond.....	200	1002			
Felix.....	100	1002			
Francis.....	100	1302			
Faraon.....	100	1302			
Franklin.....	100	402			
Frederick Avenue.....	800	1302			
Hall.....	600	902			
Henry.....	1000	1202			
Isabel.....	100	602			
Isabel.....	300	602			
Jule.....	100	1302			
Lewis.....	100	602			
Locust.....	300	1002			
Lafayette.....	800	1002			
Michel.....	100	302			
Messanie.....	300	1002			
Mary.....	300	902			
Olive.....	400	1002			
Pauline.....	300	402			
Patee.....	300	1002			
Penn.....	800	1124			
Robideux.....	100	1002			
Ridenbaugh.....	900	1202			
Sylvanie.....	300	1002			

Outside Delivery.

St. Joe Plow Co.....	L. Fuelling.....
Schofield, S. & T.....	Terminal Co.....
Hudnut Manufacturing Co.....	Nunning Brewing Co.....
Standard Oil Co.....	Krug Packing Co.....

February 5, 1900—The Board took the following action:

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }  
CITY OF JEFFERSON, February 5, 1900. }

*In the Matter of the Extension of Limit for Free Delivery by Express  
Companies at St. Joseph, Missouri.*

The Commissioners having made personal examination of the territory at present included by express companies at St. Joseph, Missouri, do hereby recommend that said limits be extended as follows:

From Main street west on Pauline street one block; thence south on Levee street to Isabel street; thence east on Isabel street to Main street.

From 13th street east on Faraon street to 15th street; thence north on 15th street to Sylvanie street; thence west on Sylvanie street to 10th street.

To take effect and be in force on and after February 15th, 1900.

By order of the Board of Railroad and Warehouse Commissioners.

February 14, 1900:

Kansas City, Mo., February 13, 1900.

Mr. Jas. Harding, Sec'y Railroad and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—Answering your communication of 5th inst., enclosing report of Chairman Flory, setting forth the decision of your honorable Commissioners, after making a personal investigation with reference to the extension of delivery limits at St. Joseph, Mo., and recommending certain extensions as defined in the above mentioned report. With all due respect to your honorable body of Commissioners, I am constrained to suggest that in considering this matter the committee on investigation evidently lost sight of the additional expense that would be entailed through complying with their recommendations.

Upon your first advice notifying the express companies of complaint made at St. Joseph, this matter was given a careful consideration by the representatives of the different companies, at which time it was determined that no less than 95 per cent. of the total express business received at St. Joseph, Mo., was being delivered without any additional charge for such service and in order to make an extension of the limits it was also shown that it would entail an expense to each company represented of not less than \$1,000 per year; there being four companies represented at St. Joseph, Mo., you can readily see that the percentage of business that would be delivered through covering the district described, would not justify this additional expenditure.

It is understood by all express companies that the wagon service given our patrons is entirely voluntary on our part, as our tariff covers only the carriage of business from point of origin to destination; that is, from one point to another, and that the free delivery is governed solely by our interests and as to whether it may be profitable to make extensions in these delivery limits from time to time.

I would further state for your information that the Pacific Express Co. cannot cover the additional territory that has been recommended without employing an additional driver and maintaining an additional horse wagon and harness; and I would further suggest that I think we can consistently ask for copies of the complaint that have been made at St. Joseph, showing names of the complainants, and I would respectfully ask that you furnish me this information and allow sufficient time for me to continue my inquiries with reference to the situation.

I will further add that I am not empowered to authorize any extension in our delivery limits without first submitting a full report of all the details to my superior officers, and the data that I have been able to obtain so far has all been submitted for consideration.

If it is decided by your honorable Board of Commissioners to enforce compliance with their recommendations, regardless of our interests, I would ask that we be given a hearing at some convenient date, at which hearing I think that a representative of each of the different express companies at St. Joseph, Mo., should also be given an opportunity to present their reasons why any further extension in the delivery limits should not be made.

Yours truly,

JNO. T. DANIEL.

Superintendent.

February 15, 1900.

Hearing of matter of extension of free delivery limits at St. Joseph was appointed to be held at St. Joseph, March 13, 1900.

Hearing was had on appointed time, and after a full discussion of the question it was decided to leave the extension of the free delivery limits to the express companies, they agreeing to take the matter up with their patrons at St. Joseph, and to make such adjustment of the limits as would be satisfactory. This was done, and no further complaint has been made by the citizens of St. Joseph regarding free delivery limits.

February 4, 1900:

Craig, Mo., Feb. 3, 1900.

State Railroad and Warehouse Commissioners:

Gentlemen—Is there any law regulating express companies' charges in this State? If so, it is high time they were called to account. I have been obliged to pay 10 cents per pound on clothing from Baltimore, Md., and have just had to pay 75 cents for 6 1-4 pounds from Chicago and 30 cents for 1 3-4 pounds from Chicago; all on clothing. That is an unreasonable rate and the citizens of the State ought to have relief. Can anything be done? Or must we pay any price?

Yours respectfully,

T. M. HUNTER.

Answered that the charges referred to are on interstate traffic, and, therefore, entirely beyond the jurisdiction of this Board, their authority being confined to the limits of the State.

April 1, 1900:

Columbia, Mo., March 31, 1900.

Board Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—Be kind enough to inform me of the legal rate of express charges on six pounds of maple sugar expressed from this place to Ness City, Kansas, by the Pacific Express Company.

Respectfully yours,

LEWIS M. SWITZLER.

Answered that no tariff of express charges for Kansas are filed in this office; so that the information desired cannot be furnished. The package referred to was carried by Wells-Fargo & Co.'s express from Ness City to Kansas City and thence probably by Pacific express to Columbia. The distance from Ness City to Columbia is 350 miles. The charges no doubt were the local charges of each company.

April 5, 1900:

New Florence, Mo., April 14, 1900.

To the Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—On February 23, 1900, I asked for express on a crated calf from here to Jefferson City. The agent here told me it was \$1 per cwt. either by the way of Mexico or St. Louis the parties buying the calf said it would suit them better to have the calf shipped to Bonnot's, thinking that it was not as far as Jefferson City the rate would be the same and shipped via St. Louis without further inquiry, but they charged me \$1.50, making a difference of \$.10, and they refused to make the rate \$1. What can I do about it? An early reply will be appreciated.

Very respectfully,

F. H. KALLMEYER.

April 17:

State of Missouri, Railroad and Warehouse Department, }  
City of Jefferson, April 17, 1900. }

Mr. F. H. Kallmeyer, New Florence, Mo.:

Dear Sir—Yours of the 14th inst. has been received. Please state whether the calf referred in your letter was shipped via Mexico or St. Louis. If by Mexico, it is probable the rate would be higher than by St. Louis, as by the first named route



service would be by Pacific express to Mexico, then by U. S. express to Jefferson City, and thence by Pacific express to Bonnot's Mill; whereas, by last named route service would be by one company only.

Very respectfully,

JAMES HARDING, Secretary.

Calf was shipped via St. Louis--Pacific express only

Respectfully yours,

F. H. KALLMEYER.

April 23, 1900:

St. Louis, Mo., April 23, 1900.

Mr. Jas. Harding, Sec'y R. R. and Warehouse Commission, Jefferson City, Mo.:

Complaint of F. H. Kallmeyer, New Florence, Mo.

Dear Sir—Referring to your letter of the 20th inst., relative to complaint made by Mr. Kallmeyer of overcharge on a calf shipped to Bonnot's Mill, in which he states that he inquired the rate to Jefferson City, and was given a rate of \$1, but that he made the shipment to Bonnot's Mill and was charged \$1.50. The rate from New Florence to Jefferson City is made via Mexico and the Chicago & Alton, and Bonnot's Mill should be 25 cents more than the Jefferson City rate. Our tariff, however, from New Florence to Bonnot's Mill is made via St. Louis and is \$1.50 per 100 pounds. This, however, is 25 cents per 100 pounds more than it ought to be. I will write the agent at New Florence for a copy of his waybill and have whatever overcharge that may have been made refunded.

Yours truly,

L. A. FULLER.

General Superintendent.

March 3, 1900:

St. Louis, Mo., May 2, 1900.

Mr. Jas. Harding, Sec'y R. R. and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—Referring to your letter relative to complaint of Mr. Kallmeyer. I wish you would review the enclosed correspondence. As explained in my letter of April 30th, our rate from New Florence to Jefferson City is made via Mexico, the shortest line, but when equally as good time can be made over our own line, we send via St. Louis. While it may be unlawful to charge more for short than for a longer haul, there are exceptions to the rule, and such exceptions are recognized by the interstate commerce commission.

While the rate from New Florence to Jefferson City is \$1, it does not follow that the rate from New Florence to Bonnot's Mill should be the same, having to use more roads if sent via Jefferson City.

My proposition to refund 25 cents per 100 pounds, I think you will concede, is a fair one.

Yours truly,

L. A. FULLER.

General Superintendent.

May 4, 1900—The following letter was written Mr. Kallmeyer:

"Your complaint regarding express charges on a calf from New Florence to Bonnot's Mill was referred to Supt. L. A. Fuller for explanation. In his reply he states that the rate from New Florence to Jefferson City is made via Mexico, and the C. & A. R. R. being shortest route and including bridge transfer at Jefferson City the distance is 83 miles; merchandise charge being \$1 per 100 pounds. If carriage could be made in same time and connections were better, then freight, such as live stock and perishable commodities could go via St. Louis

on same charge as for short route. This, in the opinion of the Commissioners is not a violation of the law, especially in cases where, on account of lack of close connection at junction points a more prompt delivery can be made by using the longer route. No rate is published or filed on merchandise by express from New Florence to Bonnot's Mill. The charge by the shortest route (85) miles) being Pacific express, New Florence to Mexico, 50 cents; Mexico to Jefferson City, U. S. express, 50 cents, and Jefferson City to Bonnot's, 25 cents, total \$1.25, is as stated by Mr. Fuller applied to the longer haul of 192 miles and is not considered by the Commissioners as unreasonable or in violation of law."

By order of the Railroad and Warehouse Commissioners.

Very respectfully,

JAMES HARDING,

Secretary.

#### MISCELLANEOUS CORRESPONDENCE.

July 24, 1899:

Vienna P. O., Brinktown, Maries County, Mo., July 22, 1899.

The Commissioner of R. R., Jefferson City, Mo.:

Dear Sir—Permit me to draw your attention to a case of carelessness of the Hannibal & St. Joseph R. R. and the Frisco. On June 26, last, Messrs. J. O. Wood & Son of Monroe City, Mo., shipped to me a fine bred calf. By good management the bull could have reached Dixon, Mo., the next day, Tuesday, June 27, or at least on June 28, 1899. But think of it, the calf in his crate had to stay and wait till the next local freight could take it, while through freights came through Dixon, Mo., stopping, too, several times about ten minutes and more. So the calf arrived only on Friday a. m. at about 9 a. m. of June 30, 1899. It came in on a regular local slow freight train, having to go nearly two days from St. Louis to reach Dixon, Mo. The R. R. seems to know no difference between dry goods boxes and stock. Whether it was fed and watered I could not say, but hope so, as I telegraphed local freight agent of Hannibal & St. Joseph R. R. to forward and feed and water the calf. At the same time this delay, I think, caused a slight attack of pink eye to break out very seriously, and today the calf is not yet over it. I paid \$7.90 of freight to railroads; I don't think they are entitled to such fare, but should pay damages yet for treatment of stock given to their care.

I hope you will kindly take this matter up and teach the mentioned roads a lesson, so the next time they will attend to their business when stock is entrusted to their care. I am,

Yours truly,

THOMAS A. DETTE.

Referred to F. D. Russell, G. F. A., as follows:

State of Missouri, Railroad and Warehouse Department,  
City of Jefferson, July 28, 1899.

Mr. F. D. Russell, G. F. A., etc., St. Louis, Mo.:

Dear Sir—I am instructed to refer the enclosed letter from Mr. T. A. Dette, regarding delay in transportation of a calf from St. Louis to Dixon, Mo., and to request that you investigate the matter and make such statement regarding same as may be found proper.

Please return enclosure.

Very respectfully,

JAMES HARDING, Secretary.

Sept 13, 1899.

The following letter was written Mr. Dette:

"In regard to your complaint, if delay in forwarding calf shipped by you from Monroe City to Dixon, as per your letter of July 22 ult. Mr. Douglas, general auditor, S. L. & San F. R. R., states: \* \* \* "Calf in question was delivered to us 4 p. m., June 28th. Having no stock car for forwarding that date, and it being considered dangerous to load the calf in merchandise car, as there was no ventilation, calf was loaded in local oil car (stock) forwarded June 29th, and hauled, locally, to destination. Every attention was given it in transit, and calf was watered at St. Clair, Cuba and Newbury, and had plenty of hay in the crate. No unnecessary delay."

Nothing further was heard concerning this matter.

July 27, 1899:

Blodgett, Missouri, July 26, 1899.

To the Hon. Railroad Commissioners of the State of Missouri, Jefferson City, Mo.:

Gentlemen—I wish to appeal to you for protection and immediate action on shipments of watermelons from Blodgett to East St. Louis, Ill.

I tendered bills of lading to the agent of the St. Louis, Iron Mountain & Southern R'y Co. for twenty-two car loads of melons, shipment from Ben F. Marshall & Co., Blodgett, Mo., to Ben F. Marshall & Co., East St. Louis, Ill., and tendered them the money for the prepayment of freight charges; the agent declined the prepayment of freight, saying our guarantee was all he would require as to the freight, but he absolutely refused to sign a bill lading on account of destination being East St. Louis, Ill.

As you well know, watermelons are perishable freight and should have prompt shipments without any delay. I called on the agent the second time this morning for my bills of lading and he again refused to sign them.

I ask that you take this matter up with the R. R. Co. immediately and have them instruct their agent to accept my bill lading. Watermelons being our principal crop in this section of the country, we cannot afford to be treated in this manner by the R. R. Co. They seem to be very stubborn with the shippers and give them very little privileges in handling their stuff, and we call on you for protection, which we hope you will grant without any delay.

Yours very respectfully,

BEN F. MARSHALL & CO.

BEN F. MARSHALL.

Matter was referred by telegram to W. C. Stith, G. F. A., at St. Louis, Mo., and Mr. Marshall also notified by wire of action of Board.

Reply was received 27th by wire as follows:

Jefferson City, Mo., July 27, 1899.

To Joseph Flory, R. R. and Warehouse Commissioner, Jefferson City, Mo.:

Have just seen your message to me. Stith, general freight agent of this company, in relation to complaint of Ben F. Marshall of Blodgett, referring to the bill of lading on twenty-two cars of melons, destination East St. Louis. I am quite sure that the facts of the case have not been properly presented to you. The company proposed to bill the melons to St. Louis, in the State. Mr. Marshall insisted upon a bill of lading to East St. Louis, Ill., and for reasons which will appear in letter mailed to you today with respect however to the particular case referred to because they contained perishable property, Mr. Stith directed the issuing of a bill of lading to East St. Louis, so there is no further controversy with respect to them.

N. L. CLARDY.

July 28, 1899:

St. Louis, Mo., July 27, 1899.

Hon. Jos. Flory, R. R. and Warehouse Commissioner, Jefferson City, Mo.:

Dear Sir—I wired you this afternoon in relation to the complaint of Mr. B. F. Marshall of Blodgett, Mo., that the St. Louis, Iron Mountain & Southern Railway Company had refused to issue bills of lading to East St. Louis, Ill., saying in effect as to the particular cars mentioned by him the company had, after vainly trying to induce Mr. Marshall to accept a bill of lading to St. Louis, Mo., issued the bill as demanded by him to East St. Louis.

The company, in order to remove the melons from Southeast Missouri expeditiously, and with as little as cost as possible, procured several thousand cars from eastern connections upon an agreement that they should be returned to them under load or its equivalent.

Unless the company can control in the matter of routing the cars, it will be impossible to carry out the contract with its connections.

The company is exceedingly anxious to avoid any conflict between the shippers and itself. Its interest is their interest, and while it may be said that the shippers have the right to the exercise of their own judgments as to the particular railroad companies which shall handle their product, it can be answered that a railroad company cannot be compelled to enter into through traffic arrangements with other lines of railroad. Whether it enter into a through traffic arrangement is a matter wholly within the discretion of the carrier, and for its sole determination. The carrier is, in fact, not compellable to carry except on its own line, but "if he contracts to go beyond, he may, in the absence of statutory regulations, determine for himself what agencies he will employ."

R. R. Co. vs. R. R. Co., 110 U. S. 667.

When goods are tendered for shipment to a point beyond the carrier's line, the carrier cannot be compelled to accept the goods to be carried over one route in preference to another, at the option of the shipper. This is especially true where, by convention between carriers, reduced rates have been made upon through shipments. It is presumed that the initial carrier, in making the arrangement, and in agreeing to carry out a reduced rate, will consider the solvency of his connections, the latter's ability to handle freight promptly, their willingness and ability to settle claims growing out of shipments promptly, their ability and reputation for returning cars, while the connecting carriers, in assenting to the low rates, look to the reciprocity in the relation thus established.

In a recent well-considered case, it is said that if the shipper can direct the routing, defendant may be required to send its cars over lines which cannot return them or pay mileage, or return any business, while the lines selected by the defendant may do all this, and it should be left free to make all selections and arrangements.

Jno. A. Post et al. vs. Southern R'y Co., decided at the April term, 1899, Supreme Court of Tenn.

The doctrine is in accord with that announced by all the courts of the country that have passed on the subject.

The railway company would have the right to abandon its traffic arrangement and to carry the melons to the city of St. Louis, Mo., the end of its line. It cannot, in my opinion, be compelled to carry to East St. Louis, where it has no line, no depot, no agent.

The company is not willing that the Commissioners should believe that it means to violate or in any way evade the law. It does not believe that it is obliged, at the behest of the shipper, to send goods over such lines as he may designate, when the through rate which he obtains has been secured through the agreement with other roads than those which the shipper elects to send his goods over.

I beg to say to the Commission that the management of this company is exceedingly anxious and desirous of pursuing that course which will promote its own interests and the shippers'.

The property is perishable. It is realized that the property by being unnecessarily detained a day, or may be a few hours, may deteriorate in value, and that expeditious movements may be required in order to prevent the complete loss of the

shipment. The management has, therefore, endeavored and is now endeavoring to induce Mr. Marshall and others to assent to the reception of bills of lading to St. Louis in order that it may carry out its contract with other companies whose cars are transporting the freight.

It is hoped and believed that Mr. Marshall and others, if there be others who think as he does, may see the error of their way and the embarrassing attitude that this company is placed in by what appears to be unreasonable demand.

Yours truly,

MARTIN L. CLARDY, Gen'l Att'y.

July 29—The following was written Mr. Marshall:

"The Commissioners were informed by wire on 27th inst. that order had been given to bill the shipment of melons referred to in yours of the 25th inst. to East St. Louis as desired by you. The Commissioners urged the prompt adjustment of the matter on account of the perishable character of the freight, and the loss which would follow delay in its movement, and are very glad the company acted so promptly. But as regards the authority of the Commissioners in the matter, they cannot require any railroad company to issue bills of lading to points not reached by its own rails. Any company may make such joint traffic arrangements with other companies as may be found proper, but such arrangements cannot be required by law. Railroad companies in this State must receive and promptly forward 'according to contract' all freight offered for transportation at regular stations or shipping points, but are not required to bill beyond their own terminals. In the case presented by you, the traffic being interstate, this Board could not exercise authority. It is fair to presume, however, that the St. L., I. M. & S. Railway Co. is very much interested in the prompt movement of the melon crop of Southeast Missouri, the shipping season being of short duration and expeditious handling being of vital importance. It must be for the best interests of that company to maintain amicable relations with melon shippers, and that interest alone would seem to be sufficient to induce the company to make every reasonable concession and afford every possible facility in so important a matter as the movement of the melon crop. The Commissioners believe the St. L., I. M. & S. R'y Co. will satisfactorily arrange for the shipment of your melons and hope there may be no further trouble concerning them.

Very respectfully,

JAMES HARDING, Secretary.

September 6, 1899:

St. Louis, Sept. 5, 1899.

Mr. James Harding, Sec'y State of Missouri Railroad and Warehouse Department,  
City of Jefferson:

Dear Sir—Returning herewith your favor of July 28th and accompanying letter from Mr. I. A. Dette. Beg to respectfully invite your attention to report of our

superintendent of transportation next attached, which shows that the calf was properly treated and that no unnecessary delay occurred while same was in transit over the line of this company.

Yours truly,

A. DOUGLAS,  
General Auditor.

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Delay I. A. Dette, Dixon Calf Shipment.

Returning herewith papers from Sec'y Harding of R. R. and Warehouse Commission, your H. 493 of July 29th, I invite attention to accumulated correspondence, from which you will note calf in question was delivered us 4 p. m., June 28th. Having no open stock cars for forwarding that date and it being considered dangerous to load the calf in mdse. car, as there was no ventilation, calf was loaded in local oil car (stock) forwarded June 29th and handled locally to destination. Every attention was given it, in transit, and calf was watered at St. Clair, Cuba and Newburg and had plenty of hay in the crate. No unnecessary delay.

A. J. D.

Mr. Dette was written to, enclosing copy of statement made, but nothing further was heard from him regarding the matter.

August 6, 1899:

Excello, Mo., Aug. 4, 1899.

W. E. McCully, Jefferson City, Mo.:

Dear Sir—We are unable to find out who the R. R. from Excello to Ardmore belongs to, and last spring the cattle guards and fences adjoining were torn out and now here we are all together clear along the line. I am deprived of the use of a large pasture and Perry Coulter's corn crop is thrown out to the commons on account of this.

Will you please inform me how to proceed to have this attended to and oblige.

B. F. STOKES.

Referred to Wabash general office,

August 27:

Moberly, Mo., Aug. 26, 1899.

Mr. James Harding, Sec'y R. R. and Warehouse Commission, Jefferson City, Mo.:

Dear Sir—Answering yours of Aug. 28th, addressed to Mr. Joseph Ramsey, Jr., V. P. & G. M., relative to complaint having been filed in your office regarding branch line, Excello to Ardmore, the complainant stating that last spring the cattle guards and fences adjoining were torn down and he is deprived of the use of a large pasture, and also that the corn crop of one farmer is thrown open to the public, has been referred to me. Will you kindly advise me name of parties making the complaint so that we can locate them and give the matter attention.

Yours truly,

J. S. GOODRICH,  
Superintendent.

Answered, giving information desired. Nothing further was heard regarding the matter.

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September 2, 1899:

Seymour, Mo., Sept. 1, 1899.

James Harding, Esq., Sec'y R. R. and W. Com., Jefferson City, Mo.:

Dear Sir—We write you regarding the ruling of the Board of R. R. and W. H. Commissioners in reference to railroads charging demurrage on freight that is left on cars over 24 or 48 hours, etc.; to illustrate, a piece of machinery is shipped to a point and the consignee refuses to accept the goods and it is left standing on the car for 10 or 20 days, can the railroad charge \$1 per day during all this time or are they required to unload the goods, put it in store and be permitted to charge storage

on same, or can they leave it standing on the car and charge demurrage of \$1 per day during the entire time until it is unloaded by either the consignee or consignor? Please answer fully and oblige.

Yours truly,  
DAVIS & BANKS.

Answered that as general rule where consignees refuse to receive freight a railroad company would be justified in charging either demurrage or storage, depending upon conditions. If machinery referred to was placed in station house or warehouse and remained uncalled for a reasonable storage charge would be proper. If the character of the machinery was such as to render its unloading impossible with ordinary train crew, then the use of car being necessary a demurrage charge would be proper. A railroad company can make such reasonable regulations for the conduct of its business as found to be necessary, due regard being had for right of shippers. The laws of Missouri say nothing specifically regarding demurrage or storage by railroad companies, nor is this Commission given special jurisdiction concerning such charges, but as affecting the aggregate of freight charges the Board hold they have jurisdiction over demurrage charges. The Board cannot undertake to say just what the proper charge should be in each case presented without investigation, and will promptly take up any case properly presented to them.

November 12, 1899:

Rockville, Mo., Nov. 11, 1899.

Board of Warehouse and Railway Commissioners, Jefferson City, Mo.:

Gentlemen—Kindly note attached claim made by us to recover the amount of \$24.20, overcharge freight on a shipment of hay to Bayou Sale, La.

At the time this shipment was made the M., K. & T. had in effect joint through freight tariff No. 1222, quoting rate of 30 cents per 100 pounds from Appleton City, Mo., to Bayou Sale, La.

The demurrage item we do not expect to be able to collect, although it is not just.

We trust you will kindly investigate this matter and assist us in obtaining correction.

Respectfully,  
A. T. LOWRY GRAIN CO.

Matter was referred to M., K. & T. general office, St. Louis, 22d November and following reply received:

St. Louis, Mo., Nov. 24, 1899.

Mr. James Harding, Sec'y Jefferson City, Mo.:

Dear Sir—I beg to acknowledge receipt of your favor of the 22nd inst with reference to claim of the A. T. Lowry Grain Co. of Rockville, Mo., for alleged overcharge of \$24.20 on car shipped by that firm on June 3rd from Appleton City.

For ready reference, I attach all of our papers in this claim, which will show you whether or not these people are justified in the complaint they have made. The car in question was billed by the shippers to Baton Rouge, La., and quite a while after its arrival at destination they asked that it be diverted to Bayou Sale, La. From papers which are attached you will note this was done, but the reconsignment was made on the local rate from original destination letting all charges, which included some demurrage charges, follow.

I think you will agree with me that these people have no basis for their complaint against either this company or its connection handling the shipment in question.

When you are through with the papers kindly return them for our file.

Yours truly,

C. H. MORRILL, A. G. F. A.

December 19, 1899—Letter was written A. T. Lowery Grain Co., as follows:

"The Commissioners have received and examined the evidence in the matter of your claim for overcharges, etc., on shipment of hay from Appleton City to Bayou Sale, La. They do not find any just ground for complaint. Car of hay was shipped from Appleton City to Baton Rouge, La., and after arrival and detention there, was ordered forwarded to Bayou Sale. For this movement the local tariff rate, Baton Rouge to Bayou Sale was charged. This was proper, notwithstanding the through tariff from Appleton City to Bayou Sale, made an aggregate rate less than the rate from Appleton City to Baton Rouge, plus the local rate from Baton Rouge to Bayou Sale. The hay was delivered at Baton Rouge in accordance with billing at Appleton City, and there was no impropriety in the local charge added after change of destination."

November 17, 1899:

Ironton, Mo., November 16, 1899.

State Railroad and Warehouse Commission of Mo., St. Louis, Mo.:

Gentlemen—Is a railroad agent entitled to the surrender of the bill of lading on delivery of the goods covered by same?

I hold that the bill of lading is my property and that the agent is not entitled to it. Please instruct me on same and very much oblige.

Yours truly,

H. BARNHOUSE.

Answered that so far as this office is informed a bill of lading is the property of the shipper and need not be surrendered by him on receipt of shipment.

December 3, 1899:

De Soto, Mo., Dec. 2, 1899.

Hon. T. J. Hennessey:

Dear Sir—The Crystal Plate Glass Co. built a railroad from Silica on the St. L., J. M. & S. railroad to Crystal City, a distance of about three miles, for its own business chiefly, but the company under the name of the Crystal Railway Company was incorporated and of course the railroad is a public highway. The glass company has shut down temporarily and it now wants to close the road as it does really no business. I wish to inquire what effect the temporary closing of the road will have on its charter? The company was organized under the general laws of the State, I presume.

Yours truly,

JOHN L. THOMAS.



Answered as follows:

"The Crystal Railway Company was incorporated by articles of association filed in the office of the Secretary of State Nov. 4, 1878, the object of the company being to construct and operate a railroad for public use in the conveyance of persons and property for a term of fifty years, between Crystal station on the St. L., I. M. & S. Railway and Crystal City. There is nothing in the general railroad laws of the State regarding the abandonment of a railroad, nor do I recall any cases in this State where proceedings have been instituted for the forfeiture of a charter by reason of such abandonment. Two railroads in the State, built by companies organized under our general railroad law, have been abandoned and tracks taken up within the past few years. One of these, the Clarinda & St. Louis, was built by a company duly organized March 8, 1879, under State law, and the road built was to be operated for 100 years for public use. The other, the Cherry Valley R. R., was also built by a company duly organized November 4, 1878, and was to be operated for public use for a term of fifty years. The tracks of both these roads have been taken up and the roads abandoned. It would seem as if in these cases the voluntary abandonment of the roads would forfeit the charters of the companies without further proceedings. Two decisions in Illinois supreme court (120 Ill., p. 48, and 143 Ill., p. 434) declare that no part of a road can be abandoned without rendering the franchises of the company liable to forfeiture."

October 3, 1899:

St. Louis, Oct. 2, 1899.

Board of R. R. and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—In your distance tariff you have a schedule of rates on salt, water-lime, stucco, 24 barrels or more.

We manufacture cement plaster. It is a very low priced commodity—lower in fact than lime, salt or any of the materials that are mentioned in this schedule, with the possible exception of stucco, which is the same material, only ours is made from a clay and stucco is made from stone. We come in direct competition with stucco.

Your rate gives so much per barrel. Portland cement has 400 pounds in a barrel; lime has about 200 pounds; salt about the same; stucco from 250 to 400 pounds. What I would like to know is this: If this schedule will be applicable to acme cement plaster. Our material is handled by the railroads now at a differential of 5 cents from the Missouri to the Mississippi river. So you can see it is a very low priced commodity. I wish you would rule on this point, and if there is any further information you want on the subject I can send you a full line of tariffs.

Our commodity is 15 tons minimum, and we generally ship 30 to 33 tons in a car so as to make a heavy load to pay for the low rate which we enjoy. If you happen to have an Iowa distance tariff before you, you can see the rates that they publish on the same commodity.

The schedule above referred to on salt, lime and stucco at 400 pounds per barrel would probably answer our requirements.

I hope to hear from you at your earliest convenience, as some of the roads are charging us 8 and 10 cents per hundred for a fifteen or twenty-mile haul, which is entirely out of reason.

Very truly yours,  
S. A. WALKER,  
General Manager.

Please send me copy of your distance tariff.

Answered that the Board could see no good reason why cement plaster should not be placed in same class with cement, water lime and stucco, and have referred the matter to several freight traffic managers asking what reasons there were, if any, why such classification should not be made.

October 20:

St. Louis, October 19, 1899.

Mr. James Harding, Sec'y R. R. and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Your letter of the 16th instant received. There is a point that I wish to call your attention to that you seem to have overlooked in my letter. Our cement is shipped in jute bags of 100 pounds each, and your rate in your distance tariff is for barrels. Now, what weight do you figure upon barrels? For instance, Portland cement contains 400 pounds to the barrel; lime 200 pounds per barrel; plaster of paris and stucco from 265 to 300 pounds per barrel. Could you not modify that clause to cover, say barrels of 400 pounds each or its equivalent in weight in jute bags? I have before me a copy of a letter you wrote to one of the railroads, from which I quote:

"I am instructed to write you to inquire what reasons there may be, if any, why 'cement plaster' in barrels should not be placed in same class as salt, cement, water-lime and stucco, as provided in State classification? Please make as early reply as possible."

If you do not have a provision in your ruling giving us the right to ship this cement in sacks, the railroad companies will not recognize your tariff. The Iowa distance tariff of the Iowa Commissioners has our material specified along with stucco, cement and lime in a rate per hundred pounds. To my mind this is the way of disposing of the matter. I presume you have a copy of the Iowa distance tariff, and you can see what is being charged there on the same commodity. When you do make your ruling I wish you would kindly make it in cents per hundred pounds. We are being charged most any kind of a rate on account of the indefinite wording of the classification under which this stuff is moved.

Very truly yours,  
S. A. WALKER,  
General Manager.

Answered, calling attention to ruling of the Board June 14, 1898, making same rate on cement, water, lime and land plaster shipped in paper or cloth packages as applies on same articles in barrels.

October 25:

St. Louis, Oct. 24, 1899.

Mr. James Harding, Sec'y R. R. and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Your letter of the 21st instant received. The ruling that you mentioned is satisfactory for the rate already published by your Commission on barrels at 400 pounds each. But if you cut these barrels down to 200 pounds each, it will make the rate so high that it would be of no benefit to the shipper. If you will state "cement plaster shipped in barrels of 400 pounds or its equivalent in weight in jute or paper bags," the result will be satisfactory. We are being charged for a fifteen-mile haul \$1.60 per ton; while in Kansas from Springvale, for instance, to Kansas City, over 200 miles, the rate is \$1.60 per ton; and from Springvale to St. Louis, in the neighborhood of 600 miles, it is \$2.50 per ton. Our material is a very low priced commodity, being handled at a profit of about fifteen cents per ton, and when we are charged an exorbitant rate it practically annihilates our business. All we want is a reasonable

tariff in this State and one that will allow us to do business on a basis that it will pay the railroad companies and will not cause the consumer to pay an excessive rate.

I would be glad to confer with you further if there is any further information I can give you on the subject.

Yours very truly,

S. A. WALKER,

General Agent.

November 16, 1899—The following was written Mr. J. C. Lincoln, G. F. A. Mo. P. R'y, in reply to his inquiry regarding weight of cement plaster in barrels:

\* \* \* "Of fifteen traffic managers and general freight agents, to whom letters were written regarding the matter, eleven have replied, stating that there was no objection to the classification of cement plaster in the same class and with same rate as cement. Four replied, stating there would be no objection, provided weight of cement plaster in barrels did not exceed 200 pounds. This would make rate on cement plaster double that on cement, the value of the first named commodity being not more than one-third that of cement. In 1898 (June 14th) this Board made an order making same rate apply on cement, water-lime, stucco and land plaster in paper or cloth packages as would apply on said commodities in similar amounts when shipped in barrels. The Board sees no reason why a similar ruling should not be issued in regard to cement plaster shipped in jute bags of 100 pounds each."

November 22, 1900:

#### CLASSIFICATION OF CEMENT PLASTER.

Mr. Jas. Harding, Secretary Railroad and Warehouse Department, Jefferson City, Mo.:

Dear Sir—Yours November 16th. The reason we raised the question as to limiting the application of cement rates to apply to shipments of cement plaster in barrels not exceeding 200 pounds per barrel was from the fact that the Commissioners' rate makes the rate on cement, water-lime, stucco and land plaster at so much per barrel, and as native cement, water-lime, stucco and land plaster is shipped in barrels not exceeding 200 pounds per barrel, we desired that your ruling as to the application of cement plaster rates should be limited to that amount. I do not think it would be the purpose of the Commissioners to authorize the 200 pound barrel rate on shipments loaded in barrels that would contain 300 or 400 pounds. Should the cement plaster be shipped in jute bags of 100 pounds each then the rate should be made one-half of that applicable upon cement in barrels of 200 pounds per barrel.

I trust I have made myself clear in the matter.

Yours truly,

J. C. LINCOLN.

The following action was taken by the Board:

State of Missouri, Railroad and Warehouse Department, City of Jefferson, November 21, 1899.

To Whom it May Concern:

Taking effect on and after December 1, 1899, on all railroads and parts of railroads in Missouri "cement-plaster" in barrels, bags or sacks, will take the same rates per 100 pounds as apply to like weights of cement in barrels.

By order of the Railroad and Warehouse Commissioners.

JOS. FLORY,

Attest: JAMES HARDING, Secretary.

Chairman.

(Seal.)

December 8, 1899:

St. Louis, Mo., December 7, 1899.

RATES ON CEMENT PLASTER.

Mr. Jos. Flory, Chairman Railroad and Warehouse Department, Jefferson City, Mo.:

Dear Sir—Please see your ruling dated November 21st, in regard to the application of rate on cement plaster in barrels, bags or sacks. We hardly believe it was the intention to apply this ruling on cement plaster in paper sacks or bags, but the ruling does not specify. Will you kindly advise if the ruling may be construed as to not include paper bags or sacks?

Yours truly,

W. C. STITH,  
General Freight Agent.

December 13:

St. Louis, Mo., December 12, 1899.

Mr. James Harding, Secretary, Railroad and Warehouse Commissioners, Jefferson City, Missouri:

Dear Sir—The Missouri distance tariff shows rates on cement in cents per barrel. The question has arisen what weight per barrel does this rate apply on. It has been my impression that 300 pounds is the weight, but there is some question about it. It is necessary to know this, in order to properly rate shipments of cement in sacks. I should like very much to hear from you on this point.

Yours truly,

D. O. IVES,  
General Freight Agent.

Answered that in table of weights compiled by this Commission and accompanying their classification published in 1878 (and also in table of 1886), water-lime (hydraulic cement) is given as 300 pounds per barrel. Illinois classification gives same weight per barrel for water-lime. Iowa classification gives "Portland" cement minimum weight, domestic or imported, 400 pounds per barrel. Cement, domestic N. O. S., minimum weight, 258 pounds per barrel. Missouri law requires that cement in barrels be carried at same rate per barrel, regardless of kind, and 300 pounds per barrel would seem to be in accordance with Commissioners' ruling regarding rate on cement plaster.

December 8, 1899—The following was written W. C. Stith, G. F. A., etc., in reply to inquiry made by him:

"\* \* \* The intention of the Board in making their order of 21st November, last, was to place "cement plaster" on the same footing with cement, and that like rate per 100 pounds should apply to either commodity, in like amounts, whether shipped in barrels, sacks or bags. The Commissioners understand that cement plaster is shipped in jute bags, and their ruling was intended to apply to bags of any kind, paper or cloth, as no good reason appears why any difference should be made between cement and cement plaster as regards kinds of packages. The ruling of November 21st ulto. was intended to apply to cement plaster in paper bags or sacks in same manner as the ruling of June 14, 1898, applies to cement, etc., when shipped in paper packages.

January 9, 1900:

St. Louis, January 9, 1900.

Hon. James Harding, Secretary Railroad and Warehouse Commission, Jefferson City, Missouri:

Dear Sir—Regarding the weight to be applied on barrels of cement in your tariff, I would be glad if you would inform me what the results of your investigations have been. I have been investigating the matter and I find that fully ninety per cent. of all the cement shipped is in barrels of 400 pounds and the various small amounts of cement consumed is in packages of three hundred pounds. I would be glad to know if your investigation of the matter has had the same result.

Yours truly,

S. A. WALKER,

General Manager.

December 27, 1899—Letters were written to manufacturers and dealers, asking information as to usual weights of different qualities of cement in barrels. Replies were received from seven manufacturers, dealers and importers in different sections of the country, stating weights to be as follows:

American and imported Portland cement, 400 pounds per barrel.

American and imported Portland cement, 380 pounds in sacks.

Louisville cement, 285 pounds per barrel.

Louisville cement in paper or cloth sacks, 265 pounds.

The amount of cement being same whether in sacks or barrels.

The conclusion of the Commissioners was that cement plaster, either in bags, sacks or barrels, should take same rate per 100 pounds as Portland cement in like quantities whether in barrels or bags. This has been acquiesced in by the various railroads, and no further complaint has been made regarding rates on "cement plaster."

December 20:

St. Joseph, Mo., Dec. 19, 1899.

Secretary Missouri Railroad Commission, Jefferson City, Mo.:

Dear Sir—I understand that the lines crossing the State of Missouri are going to raise the rate on cotton piece goods from 35 to 45 cents per 100. Is not this in direct violation of one of your statute laws, and if so, will the lines be allowed to make this raise?

Yours very truly,

F. W. MAXWELL,

Commissioner.

St. Joseph, Mo., Dec. 19, 1899.

To the Secretary of the Missouri Railroad Commission, Jefferson City, Mo.:

Dear Sir—Since writing you this morning I learn that the Western Trunk Line committee have given notice of the raise in cotton piece goods to 45 cents from St. Louis to the Missouri river, but did not learn the exact date that it would become effective.

Under the statutes is there not some way to prevent them from putting this raised rate into effect?

Yours very truly,

F. W. MAXWELL,

Commissioner.

Answered that no change in tariffs filed in this office and applying on cotton goods had been made, so far as our information goes. If change has been made, it is without authority.

December 26:

St. Louis, Mo., Dec. 26, 1899.

Mr. Jos. Flory, Chairman Board of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Referring to your favor of Dec. 19th, transmitting a copy of the Commission's order, authorizing 3rd class rate on cotton piece goods, and advising same was still in effect.

The railroads have issued notice that, effective January 1st, 1900, rates on this commodity would be advanced to 2nd class. As the notice has been given by the railroads, we would respectfully request that the Commission call their attention to the fact that the order is still in effect, and that their action is in violation of same.

The Commission will have the approval and support of every jobber within the State on this proposition.

We would also request that no action be taken on this order before notice has been given and shippers have been heard.

Yours very truly,

A. J. VANLANDINGHAM,

Commissioner.

In reply to telegrams sent to Railroad Commissioners of Iowa and Illinois, the following were received:

Des Moines, Iowa, Dec. 28, 1899.

To Jas. Harding, Sec'y R. R. Commission:

No proposition has been made to advance rate on cotton piece goods in this state.

D. N. LEWIS.

Springfield, Ill., Dec. 28, 1899.

Jas. Harding, Sec'y, Jefferson City, Mo.:

Our Commission has never considered an advance on cotton piece goods.

CICERO J. LINDLEY.

January 3 and 4, 1900:

Kansas City, Mo., Jan. 2, 1900.

Mr. Jos. Flory, Chairman, Jefferson City, Mo.:

Dear Sir—Referring to your favor of the 19th inst, enclosing copy of order governing rates on cotton piece goods within the State.

I take it for granted that Mr. Vanlandingham explained to you the fact that the railroads had in contemplation advance of 10 cents per 100 pounds in rate on cotton piece goods between St. Louis and Missouri river points. If such action is taken and the merchants of Kansas City are unable to prevent advance in the rate, they will no doubt be compelled to call upon your honorable Board for enforcement of the order referred to.

I take it for granted that the order is still in effect and that no steps have been taken toward rescinding or altering same. I would be glad to have you advise me on this point.

Yours very truly,

W. P. TRICKETT.

Railroads have not issued official notice of advance and I doubt if they will, but we want to be sure of our position.

St. Louis, Mo., Jan. 3, 1900.

Jas. Harding, Sec'y Missouri Board of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—I am advised by the chairman of the Western Trunk Line Committee, at St. Louis, and also by the Chairman of the Western Trunk Line Committee, with

headquarters at Chicago, that the proposed change on cotton piece goods between the Mississippi and the Missouri rivers, from 3rd to 2nd class, will not become effective. I feel assured that we are indebted to your office for prompt action in this matter and that it is largely through your aid that the changes were prevented. We are still fighting the question of an increase east of us from the eastern seaboard to the Mississippi river.

With the compliments of the season, I am,

Very truly yours,

A. J. VANLANDINGHAM,

Commissioner.

May 2, 1900:

St. Louis, May 1, 1900.

Gen. James Harding, Sec'y Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—In compliance with an order of the Board of Railroad and Warehouse Commissioners, State of Missouri, dated September 14th, 1893, we put in track scales on Levee and Gratiot street, this city, for the accommodation of traffic to be handled at Elevator B.

These scales have not been in use for the past four years, and foundation timbers are giving away and same will sooner or later have to have a general overhauling if permitted to remain in present position. With these conditions before us we took the matter up with M. J. Breman, superintendent Elevator B, and asked his permission to remove the scales at that point. He replied that this would not only be agreeable, but very desirable and solicited our early action in the matter. I would, therefore, request authority from the honorable Board of Railroad and Warehouse Commissioners to remove the track scales at Elevator "B."

An early reply will oblige.

Yours truly,

E. A. PECK,

General Superintendent.

Answered that the removal of the track scales referred to was approved if same was satisfactory to the superintendent of Elevator "B."

May 6, 1900:

Willow Springs, Mo., May 5, 1900.

Sec'y Board of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Dear Sir—Enclosed petition for an inspection of R. R. crossing K. C., F. S. & G. railroad. Please file same and bring it to the attention of the Board as early as possible. I think this is the most dangerous crossing in Mo., and everybody wonders that the R. R. company does not change it for its own protection. I would like to be advised what steps may be taken.

Very truly,

W. P. CAMPBELL.

Sterling, Mo., April 23, 1900.

To the Honorable Board of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—Your petitioners, citizens of Missouri, residing in the vicinity of the railroad crossing hereinafter mentioned, respectfully represent that the Kansas City, Fort Scott and Memphis railroad track crosses the public road leading from Willow Springs to Springfield, one mile south of Sterling. Said crossing is extremely dangerous both to passengers in the cars and travelers along the highway. There are several short curves, cuts and fills on each side of the crossing, so that it cannot be seen by the engineers of approaching trains which usually go at a very rapid rate of speed, especially when going east and south; stock run at large in the open country and often stop on the railroad track and many have been run over and killed.

A few years ago seven persons were killed by a train at this crossing by a collision with a wagon and team. Passing trains are at all times liable to be thrown from the track by collision with stock or travelers on the highway, even with the utmost care on the part of engineers operating the locomotive engines.

This crossing can be made entirely safe with comparatively little expense.

Immediately at the crossing is a deep cut which can be bridged, or a few yards further, is a deep fill through which a passage way can be made so as to allow the public road to run under the railroad track. The county court will make the necessary change in the public highway.

Your petitioners, therefore, earnestly request that your honorable body make a special inspection of said crossing and require the railroad company to make it safe.

H. P. Dawes, R. H. Lane, F. M. Cook, A. L. Van Horner, W. A. McHenry, John Harris, J. W. Lucas, M. E. Ogden, McGold Smith, M. Scanlon, C. J. Northrup, J. S. Payne, Chas. Hawkins, W. P. Campbell, H. M. B. Higgins, Geo. Conly, W. W. Hanson, Geo. Hutchinson, J. N. Miller, L. J. Preston, A. Mullunix, G. W. Campbell, Frank Saw, W. A. Bowers, Geo. Myers, C. H. Orchard, and 55 others.

Answered that this Board has no jurisdiction in the matter of road crossings. The manifest intention of the law is to require that all crossings of railroads by public highways shall be convenient and safe, and it, perhaps, may be that under the conditions as described in petition referred to the K. C., Ft. S. & M. R. R. Co. could be compelled by an order of court to make such changes in the crossing as would carry out the intention of the law. The police power of the State regarding the operation of railroads is reserved in section 5, article 12 of the Constitution, and especially as regards "the general well being of the State."

The matter was referred to Mr. E. S. Washburn, president and general manager, who replied as shown hereinafter.

The following was received in reply:

Willow Springs, Mo., May 10, 1900.

Hon. James Harding, Secretary Railroad and Warehouse Department, Jefferson City, Mo.:

Dear Sir—I am pleased to acknowledge receipt of your favor of 6th inst. relating to petition of citizens for an inspection of railroad crossing near Sterling.

The petition was drawn by a lawyer and the aim was to state facts which would bring the case within the jurisdiction of the Railroad Commissioners, assuming the facts as stated to be true.

I note your reference to the proviso in section 2609, that a railroad corporation may make a public road to pass under its railroad where the same can be done with equal convenience to the traveling public.

"May" in public statutes often means "must;" especially where public or private interests justly require such construction. The law books contain many decisions so construing the word.

A railroad corporation is a public agency, subject to legislative control. Its relation to the State in this respect is similar to that of a public officer.

When the statute says that an officer may perform a certain act officially, so long as no public or private interest intervenes, he has a discretion to do it or not. But immediately some public or private interest will suffer if it is not done. "May" is then construed to mean "must."

Section 2563, Laws 1889, authorizes a railroad company to take and hold necessary ground for depots and side tracks. While the language seems to imply a mere discretion in the corporation, a case might arise when it would be compelled to take and hold ground for such purpose.



The same section provides that under certain conditions a railroad company may proceed to condemn land for such purpose. "May" means "must" in such a case.

Recurring to the proviso in section 2609, suppose the public road should cross at the deep cut or the deep fill mentioned in the petition. Is it possible that this corporation would be allowed to say that it might or might not avail itself of the authority given by this proviso in its own discretion and could fulfill its obligations to the public by constructing a crossing such as that described in section 2609? Could it thus by a strict compliance compel the traveling public to go up an almost perpendicular embankment and down another in order to cross this track; and would there be no remedy in such a case?

Undoubtedly an injunction would lie to abate the nuisance, but it was to avoid the necessity for such remedies in part, that the Railroad Commission was created.

When you say that "The Board has no jurisdiction in the matter of road crossing," I suppose you mean that they cannot control the construction of crossings as defined by section 2609; such power being vested in local authorities. But the relief sought in this case comes (in) under section 2685.

It is true that railroad crossings is not expressly mentioned in that section, but they are necessarily implied and included in "tracks and other structures." The petition alleges that this crossing (that this) is dangerous to passengers in the railroad cars, the trains being liable for special reasons to be thrown from the track by collision with stock and passing travelers on the highway.

I think when the matter is taken up with the railroad company there will be no difficulty in getting compliance with any order the Board may make.

You will please submit this letter to the Board, together with the petition.

I suppose, in accordance with previous practice, the matter of the petition after being considered by the Board ex parte, notice will be given the R. R. Co. and response, together with the petition, will be in the nature of pleadings in the case.

Any legal questions involved will be looked after by a "competent lawyer."

Very respectfully,

W. P. CAMPBELL.

Answered as follows:

"As construed by the Commission the intention of the proviso contained in section 2609, R. S. 1889, regarding under-grade crossings, is, that a railroad company, if found advisable in cases where the convenience and safety of the public would be as well served, *may* make an under-grade crossing instead of one at grade, the company having a discretionary right in the matter. So far as the safety of the public is concerned, a road crossing either over or under grade is always preferable to one at grade, but there is nothing in the Missouri law requiring that over or under-grade crossings be made. The law evidently presumes that highway crossings of railroads will be made at grade, as section 2609 referred to, specifies in detail how such crossings shall be constructed, prescribing the length, width and thickness of plank to be used and the manner of spiking the same to track, but further provides 'that such corporation *may* make such road or street to pass under its said railroad where the same can be done with equal convenience and safety to the traveling public.' There seems to be nothing of a mandatory character in the proviso. That there are many dangerous grade crossings in Missouri which should be changed to over or under-grade crossings without delay

is true, and the crossing complained of in the petition of citizens of Howell county and filed by you in this office is evidently one requiring prompt attention. But how such action can be enforced is not so clear. Section 2609 referred to expressly places road and street crossings within the jurisdiction of 'overseers, municipal authorities or parties having legal control or charge of said roads or streets,' and it is doubtful whether any of the parties named could compel a railroad company to change a grade crossing to one over or under grade under the provisions of section 2609, even though the public safety demanded it.

"It would seem, however, that the courts should be able to exercise the police power of the State in cases such as you present, the public welfare undoubtedly demanding it, and that by the courts a company could be compelled to make the necessary change.

"The police powers of this Board are defined in section 2685, R. S. 1889, and are restricted to tracks, bridges or other structures of any railroad in this State. The Board has never considered road crossings were included in either of the items specified, for as before stated, the law (as they interpret it) expressly places road crossings under the jurisdiction of road overseers. The Board in the reports to the Governor from year to year has repeatedly called attention to the condition of public road crossings of railroads, and have suggested changes in the law, such as to require and insure safe and convenient crossings. Circular letters have been sent to county courts calling attention to dangerous and insufficient road crossings and the authority of road overseers regarding them. They have recommended legislation, such as to bring road crossings directly under the control of the Board with authority to compel any railroad company to make such changes in road crossings as to insure convenience and safety. They have had bills before several General Assemblies carrying out their recommendations regarding this very important matter, but without avail. Section 2609, before referred to, provides that 'good and sufficient approaches of equal width with the crossing and of easy grade' must be made by railroad companies at road crossings. Approaches, such as you describe, 'up an almost perpendicular embankment and down another in order to cross the track,' would be neither good nor sufficient, nor of easy grade and, therefore, illegal. This Board has in many cases by its intervention brought about much needed improvements in cases similar to that presented by you and hope they may be equally successful in this. In a letter of the 10th inst. Mr. Washburn, president and general manager K. C., Ft. S. & M. R'y, states, 'I have your letter of 9th inst. enclosing copy of a

petition signed by a number of people living at and in the vicinity of Sterling, Mo., relative to the road crossing about one mile south of Sterling, and will have the matter given prompt attention and will advise you as soon as it has been looked into just what we are able to do in the premises.'

The Commissioners will do all in their power toward a satisfactory arrangement of the matter, and hope their action will fully meet the approval of the citizens of Howell county interested therein."

The following was received in reply:

Willow Springs, Mo., May 19, 1900.

Hon. James Harding, Sec'y Railroad and Warehouse Department, Jefferson City, Mo.:

Dear Sir—Yours of 15th inst. relating to the petition of citizens of Willow Springs for a special inspection of the track and railroad crossing of the K. C., F. S. & M. Railroad Company one mile south of Sterling, is received, and I am obliged to you for so clearly pointing out legal questions which we will be expected to meet. In my letter of May 10th I stated generally and briefly my view of the law as it relates to the jurisdiction of the Railroad Commission. If the question is an open one my position would seem to be impregnable. You do not assail it as an original proposition, but say that former decisions are against it, or rather that the Board has never so held.

Now, I do not know whether the construction of the statute which I ask has ever been urged upon the Board or has ever come to a decision under the peculiar circumstances of this case. If it has, I would be loathe to ask the Board to reconsider a well established precedent arrived at upon mature consideration, and after argument pro and con. But if the Board has only arrived at the conclusion among themselves that they do not feel justified under the law as a general proposition in assuming control of railroad crossings, and have, therefore, in their inspections left them out of consideration, I would like to argue the question as an original proposition. In doing so I cannot better serve my purpose than by reference to the propositions in your letter of the 15th inst.

You truly say that "There are many dangerous grade crossings in Missouri, and which should be changed to over or under-grade crossings without delay." \* \* \*

There are perhaps none more dangerous than the one complained of or needing prompter and more summary action on the part of the proper authorities. To use your own language: The crossing complained of "is evidently one requiring prompt action."

You admit that it is doubtful whether any of the municipal authorities mentioned in section 2609 could compel the railroad company to make an over or under-grade crossing.

Undoubtedly they would have no power in such a case. Their power is expressly limited—is merely ministerial. For obvious reasons the statute gives them no judicial or discretionary power, such as is given the Railroad Commission, which, by reason of its dignity, learning and responsibility, is the only proper tribunal in which to lodge a power so extensive as the one under consideration.

But while the power is extensive, it is no more so than others granted to the Commission.

The Commission undoubtedly has power to compel the railroad company to make its track safe, to regulate the speed of the trains while the change of track required is in progress of completion. Even to prohibit the running of trains over the condemned road until it is repaired in accordance with the plan prescribed by the Board. In the present case the Board has undoubted authority to compel the railroad company to make its track straight so that persons crossing it on the approaching trains. It could compel the company to remove

the obstructions to vision along the track. Of course the Board only performs these extraordinary powers in the exercise of a sound and reasonable discretion.

The Board would not require impossibilities or even unreasonable possibilities. But it would not be unreasonable to require this company to survey another line from Sterling to Willow Springs and remove its track. A line has recently been surveyed from Sterling to Willow Springs on a much more feasible route, and where the track would be comparatively straight, as I am informed by the civil engineer in charge of the survey. I make these observations because the petition asks for an inspection of the track as well as the crossing, and for such orders as the Board can lawfully make that will bring safety.

In the matter of certain petitioners of Williamsville, which involved a controversy about the location of two railroad depots, the Board held that while it could not require either company to move its depot, it could and would require the erection and maintenance of a joint depot. So the two companies were compelled to an arrangement which was satisfactory to the Board and the traveling public.

You further say: "It would seem, however, that the courts should be able to exercise the police power of the State in cases such as you present, the public welfare undoubtedly demanding it, and that by the courts a company could be compelled to make the necessary change."

In answer to this I can only reiterate in substance what I said in my letter of the 10th inst. That if a case is presented for the equitable interposition of the courts on consideration of the public welfare much more is it a case for the summary exercise of power by the Railroad Commission, which was created in order to avoid the delays and expense incident to proceedings in the courts with extraordinary powers, especially touching questions of a proper construction of railroad tracks "and other structures," and including considerations of safety to the traveling public.

If our remedy is not to be through the Commission, a question will arise as to the proper proceeding in the courts, whether by a proceeding in the name of the State upon the relation of the Attorney-General or by some private person having a peculiar interest. In either event we might be met by a ruling that it is a matter in the first instance for the cognizance of the Railroad Commission. If in the first instance the Railroad Commission should act, and the railroad company should refuse compliance, perhaps this difficulty would be obviated, or if the Commission should refuse to act for an alleged lack of jurisdiction, an amicable case might be made as a basis for a proceeding in mandamus. At all events I think the Board should make an inspection and report so as to put the matter in proper shape for further proceedings.

I am impressed with what you say in regard to the efforts that have been made by the Governor and other authorities to get legislation in favor of a more efficient regulation of dangerous railroad crossings. Perhaps the legislature has considered the question sufficiently covered by the statutes already enacted and that is my own view. I cannot adopt the view that the legislature did not include crossings in the general and comprehensive expression "tracks or other structures." It is not necessary to consider the phrase "other structures." If only the word tracks were used, it would mean the tracks at crossings as well as elsewhere. The meaning and intention being that railroad travel shall be as safe as possible all along the track. And if at any point it is unsafe it is for the Commissioners to require it to be made safe. The petition alleges that by reason of the curves in the track and the obstructions through which it passes, there is extreme danger in the running of trains over the point where the Springfield road crosses the track. To make it safe something must be done with the railroad track. The Board may require the curves to be made straight and obstructions to be removed. This would reduce the danger considerably, but not so much so as the method we suggest, and the railroad company, if compelled to make a choice between the two methods, would undoubtedly choose the latter.

I do not insist that section 2609 standing alone is mandatory so far as it relates to under-grade crossings. The proviso was simply intended as a benefit to railroad companies. It conferred upon them an authority to be exercised for their own benefit under certain restrictions mentioned. And so long as it remained a question of

interest of the railroad company solely, it is a matter of discretion in the railroad company. Thus far standing alone the statute is permissive rather than mandatory.

But by thus conferring upon railroad companies an authority to be exercised or not as their interests might require, the State by no means surrendered any of its police powers. The railroad companies obtained no vested right antagonistic to the public welfare.

My position, however, is that as the company may make an undergrade crossing for its own benefit, if a failure to do so would directly conflict with public welfare, it may be compelled to do so.

The only question is, has the Legislature made provision for so compelling? The affirmative must appear from other statutes on the subject. Independent of any other statute the courts have equitable jurisdiction and would, under the circumstances of this case, construe may to mean must. This remedy existed before the Railroad Commission was created, and perhaps remains, notwithstanding its creation. In order to obtain the remedy it is necessary for a proper plaintiff to commence a proper proceeding. Before a private person can maintain such a proceeding he must have a special interest which is not susceptible of an adequate remedy in an action at law. The cases in which that can be shown are rare. There are also many difficulties in the way of a proceeding by the State by its law officer.

In the creation of the Railroad Commission, the legislature undoubtedly intended to overstep these obstacles and afford protection individually as well as collectively to the people by summary proceedings and the powers conferred upon the Board by express provision of statute should receive a liberal construction with a view to carrying out the legislative intent.

It cannot for a moment be conceived that the legislature intended to abate in the slightest degree the power and jurisdiction of the Railroad Commission, or to confer an exclusive jurisdiction upon local municipal authorities over railroad crossings by section 2609. It must be construed as only a partial restrictive and limited authority, in nowise in conflict with the powers and jurisdiction of the Railroad Commission.

The whole section might be stricken out. In such a case it would not be contended that the Railroad Commission would have no jurisdiction to require safe crossings. There is nothing in the text or the intentment of the section to oust the Commission of any of its powers even over ordinary crossings. Municipal authorities in the exercise of its powers under this section can go no further than to require a crossing to be constructed in accordance with the plan defined in the statute. Aside from the planks and spikes, they have nothing to do with the track. But when all is finished, and the local authority becomes functus officio, the ultimate cognizance is with the Commission who may look beyond the nails and the planks and say whether the track as a whole is safe.

In my letter of the 10th inst. I proposed as an illustration simply, the supposition that the county court should change the road, so as to make it cross at the deep cut or deep fill mentioned in the petition. In such a case you say the ordinary crossing according to the plan defined in section 2609, would be neither "good or sufficient" nor "of easy grade" and, therefore, illegal.

But the question I asked remains unanswered, what in such a case would be the remedy? or would there be any remedy at all? Suppose in such a case or even in case of any ordinary crossing both the railroad company and the local authority should refuse to make a legal crossing, and by reason of such omission the track at this point should be extremely dangerous to the traveling public, could it be reasonably urged that because the dangerous place happened to be also a railroad crossing, the Railroad Commission would be powerless?

Railroad companies, like individuals, have no vested rights in public roads remaining where they have been once located. The county court has the right to change the location and their decision cannot be called in question.

If in the case, just the Railroad Commission would have any power why not in the case pending?

I have no doubt that the Commission will give this matter serious consideration and in a spirit of fairness and justice to all parties. We have no disposition to

ask anything unreasonable of the railroad company, but feel that we have a real grievance and trust that the company in harmony with the views of the Commission will, upon investigation determine that its own interests do not conflict with ours.

Very respectfully,

W. P. CAMPBELL.

Answered as follows:

"It would be a rather violent assumption of authority for this Board to order a relocation of the line of the K. C., Ft. S. & M. R. R. from Sterling to Willow Springs as suggested by you. There is nothing in the law as understood here in any manner warranting any such proceeding. An inspection and examination of the locality could be made, of course, with a recommendation regarding a change of line, but beyond this the Board could not go. As regards the Williamsville matter, the Commissioners proceeded under the provisions of law expressly authorizing them to make the order in that case. See section 1172, R. S. Mo. 1899; Laws 1895, p. 116.

"In other states the general laws regarding crossings of highways by railroads are only similar to our own. But as regards over or under-grade crossings, it seems that special legislation was necessary. In states where the density of population demands it, grade highway crossings are being eliminated gradually and at the joint expense of the railroads and the communities. The work is done under the authority of special communities, and in many instances is very costly. There can be no greater necessity anywhere in Missouri for over or under-grade crossings of railroads than in the city of St. Louis, but there are very few of such crossings and these have been constructed largely at the expense of the municipality.

"The Board has had several cases of road crossings similar to the one presented by you and have always held that their authority did not go beyond a recommendation that a road be changed or the crossings be made over or under the railroad. The matter has never been brought before the courts so far as this office is informed, nor is any precedent found in reports giving a Railroad Commission authority, such as suggested by you. A Railroad Commission undoubtedly should have full power in the matter of road crossings and be authorized to enforce their orders regarding safe and convenient passage for the public at all such crossings. It does not appear that the original laws regarding railroad crossings of highways contemplated or intended any but grade crossings, and when over or under-grade crossings become necessary, special legislation was required, the expense of such crossings being divided equitably between the parties interested. Looking further into the question it is not certain the courts could require a change of the crossing near Sterling as before

suggested. The decisions say that a road crossing having been established in accordance with law cannot be considered as a nuisance, and that it is quite as much the duty of the public to take all possible precaution in crossing a railroad as for a railroad company to do all necessary to prevent accidents at such crossings. A railroad company is authorized to 'construct its road across, along or upon any \* \* \* street, highway \* \* \* which the route of its road shall intersect or touch, but the company shall restore the \* \* \* street, highway \* \* \* thus intersected or touched to its former state or to such state as not unnecessarily to have impaired its usefulness.' But there is nothing following this provision as regards its enforcement. As regards the remedy provided by law for the elimination of dangerous grade crossings of highways by railroads, it is difficult to speak positively. The law is vague in this particular and should by all means be amended. Legislation directly bearing upon the matter should be had, and full authority placed somewhere sufficient to insure the safety and convenience of the public. Without special legislation, the method of procedure will remain as it is, very vague and uncertain.

"The Board is very desirous of doing everything in their power for the public interest in this matter. They fully understand its importance, and will take such action as they are authorized to take. It is proposed as a preliminary step to make an examination of the locality and for that purpose some one or more of the Board will be at Sterling on or about 23d inst. After report is made the matter will be taken up with the R. R. Co. and a satisfactory arrangement is hoped for."

June 11, 1900—Commissioners Hennessey and McCully made a personal inspection of the road crossing of the K. C., Ft. S. & M. R. R. near Sterling referred to in the foregoing. Their recommendation to the management of the railroad was that the road be changed and carried over the railroad by a bridge. They were subsequently informed by Mr. Hammond, general superintendent, that estimates were being made for the changes as recommended by the Commissioners, and that he expected the work to be completed within sixty days. The cost will be \$450 to \$500.

Mr. Campbell was notified by mail of result of Commissioners' action.

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June 22, 1900—The following was received in reply to letter written regarding train service at Farrenburg:

St. Louis, June 21, 1900.

Hon. Joseph Flory, Chairman Railroad and Warehouse Commission, Jefferson City, Mo.:

My Dear Sir—I duly received your letter relative to complaint made to your body concerning our train service at Farrenburg, Missouri. I have been investigating the matter, hence the delay in writing you.

The facts are, that there are only a very few inhabitants at Farrenburg; it has only one store, and we had a station there for sometime and found, by experience, that it does not pay. The people have ample accommodations, because LaForge is less than two miles from there, on one side, and Henderson Mound is two and one-half miles from it on the other, and means of getting from Farrenburg to both of these places is very convenient.

The management dislikes very much to have anyone complain about train service, and would be glad to satisfy everybody, but it hardly seems possible.

Very truly yours,

S. H. WEST,

General Attorney.

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## HEARINGS.

State of Missouri, Railroad and Warehouse Department,

*In the Matter of the Complaint of J. C. McGrew against the Missouri Pacific Railway Company, Because of Alleged Failure of said Company to Build and Maintain Spur Track Connection with the Warehouse of said McGrew in Kansas City, Missouri. Hearing Held at Hotel Baltimore, Kansas City, Missouri, Friday September 15, 1899.*

Meeting was called to order by the Chairman.

Present—The Chairman, Hon. Joseph Flory, and Commissioners Hennessey and McCully.

The plaintiff, J. C. McGrew, was present in person, and represented by his attorneys, Messrs. Frank Walsh, Rozelle and Alexander Graves.

The defendant company was represented by its attorneys, Hon. W. H. Phelps and Judge Robinson, L. D. Hopkins, division superintendent, and C. E. Carson, superintendent of terminals at Kansas City.

Complaint of Mr. McGrew was as follows:

Lexington, Mo., U. S. A., August 19, 1899.

The Honorable Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—I am the owner of a lot in Kansas City, Mo., on the west side of Grand avenue, fronting 42 feet on said avenue and 142 feet on the south line of the Missouri Pacific railway, upon the northeast corner of which I own and operate a warehouse for the



storage and handling of mill products from my mills at Lexington, Mo., and Coffeyville, Kan.

In connection with the same I have a coal office and scales for the handling of the products of my Lexington coal mines.

At present all of our mill and coal products are hauled by wagons to the scales and warehouse for a distance of about 400 yards from the Missouri Pacific railway cars in which the products are transported exclusively. This entails upon this industry great expense, trouble and delay. It is impossible for me to carry on business at this point under existing circumstances and frequently at various dates since the 20th of last March I have applied to the proper officials of the Missouri Pacific Railway Company according to the statutes to allow me a spur track.

The city council of Kansas City has granted me the right to construct, maintain and operate this spur track, as you will see by the enclosed copy of the city ordinance. The railway company have made a pretense of allowing a spur track to be run into this property by making a connection from the east instead of from the west as authorized by the ordinance, and the city council refuses to pass an ordinance for a track from the east, because it would of necessity cross Grand avenue. I have heretofore fully informed the railway company of all this and it continues to ignore my application perversely; therefore, I am driven to the necessity of applying to you for aid under section 2623 of the Revised Statutes of 1889.

Inasmuch as I have been subjected to such great delay, annoyance and expense in endeavoring to deal directly with the railway company instead of making this application to your tribunal I trust the matter will receive the prompt attention which the emergency of my business requires.

Very respectfully,

J. C. McGREW.

The copy of ordinance to which reference is made in above complaint is as follows:

"Ordinance No. ....

#### AN ORDINANCE

To authorize J. C. McGrew to construct, maintain and operate a certain switch or spur track on the south side of Front street, between Walnut street and Grand avenue.

Be it ordained by the Common Council of Kansas City:

Section 1. That the right is hereby granted J. C. McGrew to construct, maintain and operate a switch or spur track on the south side

of Front street from a point on the south main track or east-bound track of the Missouri Pacific railway, 320 feet west of the west line of Grand avenue to the west line of Grand avenue.

Section 2. Said track shall be constructed so that the tops of the rails thereof shall be on a level with the established grade of said Front street.

Ties shall be sawed off square at both ends eighteen (18) inches from the rails, and the space between the rails and for eighteen (18) inches outside the rails, shall be planked with white oak plank four (4) inches thick, in such manner that the top of the plank shall be level with the tops of the rails.

Section 3. All the provisions of the general ordinance now in force, or that may be hereafter enacted, governing the construction, maintenance and operation of railroad tracks in the streets of Kansas City, shall bind and govern the tracks herein authorized and the failure of said J. C. McGrew to comply with the provisions of this ordinance and of all police regulations now or hereafter enacted concerning the use and maintenance of such tracks, shall forfeit the rights herein granted.

Section 4. This is a permit merely not a grant or franchise and not assignable or saleable, and is revocable at any time the law-making authorities of Kansas City may see fit to revoke it, notwithstanding capital may be invested on the strength of this permit.

Section 6. All ordinances, or parts of ordinances, in conflict with this ordinance, are, insomuch as they conflict with this ordinance, hereby repealed."

Mr. Walsh: I have only a short opening statement to make. The Commissioners know, I suppose, that practically in every case that ever occurred in Kansas City every industry that wanted a sidetrack of the kind now wanted by Mr. McGrew they have always gotten it where they seem to have the business that will justify putting in such track, and in most cases the railroad company has paid for it themselves. This city, even more than St. Louis, and other large cities, is full of sidetracks and switching tracks to these different industries. Now Mr. McGrew has asked them to construct a sidetrack for him, offering at the same time to pay all expenses, he being in the coal mining industry and in the milling business at Lexington, Missouri, and at Coffeyville, Kansas, and having large coal mines near Lexington, Missouri. They will have something over four hundred cars of coal coming in over the Missouri Pacific tracks, had nearly that number last year, and could have had more, but they did not have trackage for them. They have requested the right to put in this track

themselves, and before doing that they have looked the ground over thoroughly, and came to the conclusion that it was perfectly feasible, and that it was a proper place to order a track put in, and they are here today to show that fact. Mr. McGrew does not know in any formal way exactly what objection the railway company has to putting in this track except in the most general way. The city council has granted the right to construct the track, as we can show by an ordinance passed by the council, but I suppose there is no dispute about that; and if these gentlemen have any objection, legal or otherwise, that they can present why this track should not be constructed Mr. McGrew would be glad to hear it, and we will then try to answer it if it is possible to do so.

Mr. Phelps: In reply to Mr. Walsh's statement, I wish to say that we have no other objections to this siding being put in except legal objections. I do not know how many sidetracks are in Kansas City, or what difficulties have been met by persons desiring them in a general way, but I do know of another firm doing business here which, I presume, does as much business, if not more, than Mr. McGrew, that made application for a similar siding down in the same part of the city, the firm of Lanning & Harris, and our company refused to put it in for them. Our objections to that siding of Lanning & Harris, and to this siding of Mr. McGrew's are, first, this is not what is contemplated by the statute; second, this is not an industry within the meaning of the law, and we contend that the Commissioners have no jurisdiction under the terms of this statute to require sidings put in except at mines, saw mills, and such industries as that, an industry which of necessity must have these sidings in order to conduct their business. We say also that if Mr. McGrew is permitted to put in this sidetrack or spur that he is now asking at our hands, every other merchant in this place, and every other place, whether he be a coal merchant, a mill man or a peanut peddler can compel us to put in a spur for him. Further, this spur track is objectionable because it is on a curve. It is in a place in the city where it ought not to be if we are to conduct our business in a reasonably safe manner. It is on a passenger track. We have sidings down there now, a number of them, like these gentlemen come here and ask for, only they are on the opposite side of the depot, where we have wagon tracks and where a spur could be put in without damage to us or to our patrons. We have denied Mr. McGrew nothing that we have not denied to other people, and would be as willing to furnish him with this accommodation as anybody else, but we contend that it is not practicable for us to do this from the operators point of view, and we

think that when the Commissioners have investigated this matter, they will not require us to cut our main track at that particular place and have a siding put in, even though his business might be such in volume as to warrant him in asking for it.

Mr. Walsh: With regard to the legal objections we think that is a matter that can be decided by the construction placed on the statute. If the Commissioners care to hear it, we would like to argue that particular construction. We contend that this statute does not mean that they simply have the right to a sidetrack to and from the mouth of a mine or from the side door of a mill to load their product on. This is Mr. McGrew's main depot. This is the place where he distributes the output of his mine and his mills. There is no dispute here that he is in the coal mining business and engaged in the milling industry, and we contend he is entitled to this spur track in order that he may properly and economically carry on his business.

Mr. Phelps: Has he not a side track at his mine?

Mr. Walsh: Yes, sir; but we go further and say he is entitled to anything that will aid in facilitating his business in every way. As we want all sides to limit the time of this hearing as much as possible in order to properly get the information before the Commission, we will just meet the objections by the testimony of our witnesses, and the first thing I desire to introduce is a plat of the ground on which we seek to have this spur track put, and to that end will introduce the evidence of the engineer who made the survey.

John Donnelly, of lawful age, being produced, sworn and examined as a witness on part of complainant, testified as follows:

Direct Examination, by Mr. Walsh:

Q. State your name to the Commissioners.

A. John Donnelly.

Q. What is your profession?

A. Civil engineer.

Q. How long have you been in the practice as a civil engineer?

A. About thirty-five years.

Q. Are you familiar with the plat that is before the Commissioners here?

A. Yes, sir; I assisted in the survey, and in the construction of it.

Q. Just explain—you know about this proposed siding that is to be built from Mr. McGrew's property to the main track of the Missouri Pacific railroad?

A. Yes, sir.

Q. Just show the proposed track on that plat.

A. The track proposed for Mr. McGrew is showed in red ink, as against the other two main tracks of the Missouri Pacific in blue, beginning at the west line of Grand avenue, coming back to this point where he is located. (Witness explains plat.)

Q. As an engineer would you say it is feasible to build that track, starting at the point indicated and ending as shown there?

A. I do not see how there could be any objection; it is as clear as any track can be; any spur track from the main track.

Q. What is this other plat here?

A. That is the river front, from Broadway to the east of Grand avenue, showing the main tracks of the Missouri Pacific.

Q. Does that profile show the grade?

A. This shows the profile on the south from Broadway to Grand avenue.

Cross-Examination by Mr. Phelps:

Q. Does this map show all of the sidetracks of the Missouri Pacific at this point?

A. No, sir; it only shows the two main and one of the sidings.

Q. How much side track does it show?

A. The two in front of the depot, outside of the main tracks.

Q. How many tracks are there on the north side?

A. Four or five.

Q. Those are wagon tracks, freight tracks, from which they handle the business?

A. Yes, sir; most of them.

Q. Has the Missouri Pacific a double track at that place?

A. Yes, sir; they have a double track all through Kansas City.

Q. This is in Kansas City, this point?

A. Yes, sir.

Q. Do all the sidetracks at this particular place go out from the north track?

A. The sidetracks there at that Grand Avenue freight house go out from the north track. Here is the turn out (referring to plat) for some of them, and further west, on the other plat, is shown the crossing, and the turn-out comes along in there. There is the turn-out from the south track there.

Q. From the west or east?

A. From the west.

Q. That is level; no grade there along that siding?

A. There is practically no grade from along here.

Q. By Judge Robinson: How is this grade here?

A. From here to the foot of Delaware Street it has a grade of about one per cent.

Q. By Mr. Phelps: Have you had any experience in the construction or operation of railroads?

A. For some years that is what I was doing, engaged in the construction of railroads.

Q. Then I will ask you, is it objectionable to cut a main track, for a siding for purposes of this character?

A. I can hardly answer that.

Q. There are plenty of wagon tracks and sidings on the opposite side of the track for handling the coal and all the other freight business of the company?

A. There is sufficient track room to the north of that station at Grand Avenue for unloading, I suppose.

Q. All the people who do business with the Missouri Pacific go over there for it, do they not?

A. I suppose they do; I presume they have to.

Q. Do you know of any other coal men engaged in this business down there in that vicinity?

A. O, yes.

Q. Do you know the firm of Lanning & Harris?

A. Yes, sir; they have yards there.

Q. They have no siding from our main track to their yards, have they?

A. They have not.

Q. They do as much business as this gentleman?

A. I do not know what business they do.

Q. There is no physical objection to the location of a coal house on the opposite of the track that you know of, is there?

A. All you would need is the site.

Q. You would have to have that to locate on the south side, would you not?

A. Yes, sir; I understand Mr. McGrew has that.

Q. But there would be no objection if you had the ground?

A. None whatever.

Q. No objection to hauling coal from that side?

A. No, sir; I suppose not.

## RE-DIRECT EXAMINATION.

By Mr. Walsh: Q. You said you were acquainted with the firm of Lanning & Harris?

A. No, sir; I only know that they have a coal yard there.

Q. Do you know it to be a fact that they have no mines in this State?

A. No, sir; I know nothing about that. I have, however, seen that stated in the papers recently.

J. C. McGREW, of lawful age, being produced, sworn and examined as a witness on part of the complainant, testified as follows:

## DIRECT EXAMINATION.

By Mr. Walsh: Q. You are the applicant in this case for this sidetrack?

A. Yes, sir.

Q. What business are you engaged in? Just tell the Commissioners in a general way.

A. I have coal mines at or near Lexington, Missouri; I have a flour mill at Lexington, and a flouring mill at Coffeyville, Kansas; and am engaged in manufacturing and shipping flour and mill products, and in shipping coal.

Q. This is your property that has been spoken of in this plat here?

A. Yes, sir.

Q. Have you looked over this plat and can you tell whether or not this covers the property on which you propose to build this sidetrack there?

A. It does, sir.

Q. You have heard this firm spoken of here, Lanning & Harris?

A. Yes, sir.

Q. What do you know about the volume of their business?

A. They have no mines of their own; they have coal yards down there close to my property.

Q. Do they do much business over the Missouri Pacific Railroad?

A. No, sir; they ship mostly over the Chicago & Alton; they have no mines of their own; they buy coal wherever they can get it and ship it in here for the market.

Q. Just tell the Commissioners how much freight you propose to be handled over this sidetrack; what your business will amount to?

A. Well, if the proper facilities were offered me by the Missouri Pacific Railway Company there would be as much as 1,500 cars a year, at the least calculation.

Q. What do you call proper facilities?

A. Facilities for unloading my coal. Last winter while I was shipping coal here my agent, Mr. John Bauerle, notified me that he could not get his coal placed on the track so it could be unloaded—

Mr. Robinson: We object to that; we object to Mr. McGrew's telling what somebody else is supposed to have said to him.

A. By Mr. McGrew: Well then, I will tell it this way. My agent notified me that he was not getting his coal as he wanted it, and I came up here and went with Mr. Bauerle to the agent of the Missouri Pacific Railway and told him that the business was not being handled to suit me; and he told me that he was doing the best he could, and said that they did not have room enough to do the business. I will just state here, to make it perfectly plain, that the agent of the Missouri Pacific Railway Company, who is present in this room, told me that they did not have track room enough to give me the service I wanted when I called on him to know why he was not placing my coal on the team track where I could have it unloaded. He told me that in reply to my question.

Q. Is it necessary for the proper conduct of your business in your opinion to have this siding?

A. It is, sir.

Q. What is your estimate of the amount of business you would handle over this proposed sidetrack at this depot of yours?

A. A reasonable calculation would be a thousand cars a year.

Q. Now just explain to the Commissioners exactly what this place is you have there.

A. I have a warehouse there for the purpose of storing flour shipped in by the car-load, and then distribute it out into the cities to the merchants.

Q. Where does this flour come from?

A. From both Lexington, Missouri, and Coffeyville, Kansas.

Q. These are your mills?

A. Yes, sir; these are my mills.

Q. How about the coal you handle?

A. And I wish this spur track for the purpose of getting my coal in so that I may get my cars put on it for the purpose of unloading and selling it in this city.

Q. Where does this coal come from?

A. From my mines at or near Lexington, Missouri. I will just



state, Mr. Walsh, in that connection that I shipped nearly 3,500 carloads of stuff in my own individual business last year, and the coal that I shipped into this city, something like four hundred cars, was ten times more trouble to me than all the rest of the business put together.

Q. Why?

A. Simply because the Missouri Pacific would not put my cars on the track where they could be unloaded.

Q. Do you hold the title to this land?

A. Yes, sir; I own it.

#### CROSS-EXAMINATION.

Q. By Mr. Phelps: Who is this other firm doing business in that neighborhood as a coal firm?

A. Lanning & Harris is the one that has been mentioned. They are close by.

Q. They are coal men, like yourself?

A. They buy and ship coal; they do not own any mines.

Q. They handle coal up here in Kansas City the same as you do?

A. Not the same as I want to do.

Q. Why, do they sell it cheaper, or charge more for it?

A. They charge more than I do.

Q. And that is the difference between your handling this business and theirs?

A. No, sir; I am a producer of the coal, and they only buy and ship it.

Q. Your business in Kansas City is the same as theirs?

A. No, sir.

Q. What is the difference?

A. They ship in large quantities over the Chicago & Alton road; they do not mine coal at all; they own no mines; they buy coal anywhere they can get it, and ship it in here.

Q. But they handle coal, soft coal, the same as you do?

A. Yes, sir; they handle soft coal wherever they can buy it.

Q. Their business is the same as yours?

A. No, sir.

Q. What is the difference?

A. They belong to the combine, and I do not; they won't buy my coal unless I will join the combine, and they can not buy it as long as I can sell it to someone else.

Q. Then you are what they call a philanthropist? You are looking after the welfare of your fellow-man?

A. No, sir; I do not claim to be a philanthropist, but I do not belong to the combine, and they can not buy my coal, nor they won't buy it.

Q. You are a sort of public benefactor?

A. No, sir; I am not a public benefactor.

Mr. Walsh: I wish to suggest that this is not proper cross-examination.

Mr. Phelps: I am simply trying to get at the difference in their business. Then I will ask you how many car loads of coal does this other firm ship of their stuff over the Missouri Pacific?

A. To what firm do you refer?

Q. This firm that has been spoken of here, Harrison & Company—Lanning & Harris.

A. I think they buy some coal from your coal company here.

Q. Does it come in over the Chicago & Alton railroad or the Missouri Pacific?

A. That they buy from your coal company comes over the Missouri Pacific.

Q. What do you mean by "your coal company?"

A. The Bolen Coal Company.

Q. Do you mean to say that the Bolen Coal Company belongs to the Missouri Pacific Railroad Company?

A. I think the Bolen Coal Company belongs to the Missouri Pacific railroad, just the same as the Lexington Coal Company does.

Q. What do you mean by that?

A. I mean just what I say.

Q. Do you mean that the Bolen Coal Company, or Mr. Bolen, is the agent of the Missouri Pacific railroad?

A. I do not think Mr. Bolen owns a dollar's worth of stock in the Bolen Coal Company.

Q. Who does own the stock?

A. The Missouri Pacific railroad, I think.

Q. You are not testifying to that, are you, that the Missouri Pacific owns the stock of the Bolen Coal Company?

A. Will you deny that that is true? Will you deny that the stockholders in the Bolen company are also stockholders in the Missouri Pacific railroad? And will you deny that that same thing is true of the Lexington Coal Company? Will you deny that?

Q. I am not on the stand.

Judge Robinson: Yes, I will deny that the Missouri Pacific owns the Bolen Coal Company. As to the Lexington Coal Company, I do not know what that is.

Q. (By Mr. Phelps): How many cars of coal do Harris & Company handle over the Missouri Pacific?

A. I do not think they handle from Lexington more than an average of one car a day.

Q. But how many do they handle altogether?

A. I am not posted as to the amount of coal business they do.

Q. Do they do as much as you do?

A. If they do not handle any more than I do they handle very little, for the reason that you folks wont place my cars of coal so that I can handle my business as it should be done.

Q. They have no mines here in Kansas City?

A. No, sir; neither have I; my mines are at Lexington.

Q. They have no mines in Kansas City?

A. I do not know what you mean.

Q. They have no siding to their place of business from the Missouri Pacific track, have they?

A. They have a siding from the Chicago & Alton, though.

Q. They have none from the Missouri Pacific, have they?

A. I do not know, sir.

Q. Do you not know whether they have a siding from the Missouri Pacific?

A. I have answered that question once?

Q. Have you ever been down to their works?

A. They have no works.

Q. They have a store house or some coal yards down there, have they not?

A. They have a coal yard right back of my property for hard coal.

Q. Do they store anything else there?

A. No, sir.

Q. They have coal bins on the other side of the track?

A. I do not know where their bins are other than these I have spoken of.

Q. Have they any coal bins on the Missouri Pacific railroad for storing hard coal?

A. I do not know that they have or have not. I do not think they have; but I am not sure about it.

Q. How large is your warehouse down there?

A. Well, sir, I do not remember the exact size; it would hold about four car loads of flour.

Q. When did you build it?

A. I did not build it at all.

Q. You bought it after it was built. It is an abandoned saloon, is it not?

A. I do not know about that.

Q. How much did you say it would hold?

A. I have had as much as three car loads of flour in it at a time.

Q. And how much coal?

A. I do not put coal into this warehouse.

Q. What you want with this siding then is for the purpose of unloading your flour from it into your warehouse?

A. No, sir; for the purpose of putting my cars of coal on this siding so that I may be able to unload it and for the purpose of hauling it out into the city.

Q. Unloading it from the cars?

A. Yes, sir; and for unloading the flour into the warehouse.

Judge Robinson: So you can use these cars as a sort of warehouse or storage place for your coal?

No answer.

Q. (By Mr. Phelps): Do the tracks of the Missouri Pacific run up to the warehouse?

A. Yes, sir.

Q. Is the warehouse shown on that map?

A. It is not, sir.

Q. Show me on the plat whereabouts this warehouse stands with reference to the proposed siding.

(Witness explains location of warehouse from plat.)

Q. (By Mr. Hennessey): Where is the wagon track?

A. (By witness): Right along by the side of this south side. The Missouri Pacific—the way the hauling is done—it has been hauled in here across these tracks, and the empty wagons come down here. The road comes in here, and that is where the wagons come in and go out over this opening, and come up Grand avenue over the tracks. Of course putting this siding in here makes a risk that there will not be this way. But the main thing with us is that we cannot get our coal on the side track to be unloaded unless we get that track, and unless we can get that track and thus enable us to unload our cars we stand no show at all here; we are completely shut out of the Kansas City market unless we can get that sidetrack. They have got some sidetracks down here; and then away down here east of Grand avenue there are some more sidetracks.

Mr. Flory: Do you mean there are other sidetracks in addition to what are shown in this map?

A. These two tracks (referring to map) are their two main tracks; they have several sidetracks down here.

Q. (By Mr. Phelps): How many tracks have they north of the depot?

A. Three or four north of the depot—sidetracks.

Q. Where is the depot on that map?

A. The depot is right over here.

Q. And right over here, on the north side, the other people who do business with the Missouri Pacific use these sidetracks?

A. The Missouri Pacific ships all of its freight in here to this depot; all kinds of freight is handled off of these various sidetracks. There is some coal set down here and unloaded from here; but regardless of the number of tracks they have there their agent told me when I went to him and complained that they did not have enough track room to bring my coal up to where it could be unloaded.

Mr. Hennessey: You claim you do not get equal facilities with other shippers?

A. Yes, sir; I do; most emphatically. However, this is not a complaint as to discrimination, but that they must provide me with trackage room for my coal.

Q. (By Mr. Phelps): You get the same facilities as the other shippers?

A. No, sir; I do not.

Q. Who gets better facilities than you do?

A. The Bolen Coal Company; Lanning & Harris also get better.

Q. Do I understand you to say that they have better facilities afforded to these other shippers than are afforded you? What do you mean by that?

A. Simply this: I have seen them hauling their coal away from there early in the day, and they get their coal over the Chicago & Alton, and the C. & A. treats its shippers better than the Missouri Pacific.

Q. I am not talking about the facilities of the Chicago & Alton. What I want to know is, what better facilities are afforded Lanning & Harris than are afforded you by the Missouri Pacific?

A. Lanning & Harris do not make a business of hauling over the Missouri Pacific.

Q. What better facilities do they have then than you have?

A. I am not undertaking to compare my facilities with theirs, or to fight anybody else's battles.

Q. I understood you to say that you were discriminated against and I wanted to find out in what way.

A. I am discriminated against in many ways by the Missouri Pacific.

Q. Well, then, can't you tell in what way you are discriminated against? What general facilities are afforded Lanning & Harris by the Missouri Pacific Railway Company for handling their coal than are afforded you or any other shipper?

A. As I said before, Lanning & Harris do not ship but a very small portion of their supply of coal over the Missouri Pacific. However, they are in the city and can be brought here to testify as witnesses if you desire to hear what they have to say. I am not attending to their business for them.

Mr. Hennessey: There was nothing in this complaint, as I understood it, in regard to discrimination, was there?

A. (By witness): No, sir; we are not claiming discrimination; he asked me the question and I answered it. There is nothing in my complaint about discrimination.

Mr. Flory: I think it would be perfectly proper, however, for Mr. McGrew, if he knows, to show how his business is handled as compared with the way the business of others is handled—how his coal and flour is handled as compared with the way in which that of his competitors is handled.

A. (By witness: I will just state to the Commissioners—

Mr. Flory: To shorten it up, you might state whether or not your shipments were promptly and properly handled.

A. They have not been promptly or properly handled.

Q. (By Mr. Phelps): That being true, what facilities have been afforded your competitors that have not been afforded you?

A. I think I have answered that question.

Q. Mr. McGrew, you say you expect to load your distributing wagons from the cars on this sidetrack if it is put in there?

A. Yes, sir.

Q. Is it not just as easy to load the distributing wagons from the cars on the other side of the track after the wagons are over there?

A. It would be if you would put the cars there for me to unload, but you won't do that.

Q. Then it is not a question of unloading the cars, but a question of getting the cars in there to unload?

A. It would not be as easy, but it could be done if you would put my cars in there.

Q. Why would it not be just as easy on that side as on this?

A. Simply because this is closer to my weigh office, and closer to my place of business.

Q. As far as unloading is concerned it would be just as easy?

A. The mere matter of shovelling the coal out of the cars into the wagons would be as easy, provided the lay of the ground is the same.

Q. It is no harder for you to unload on this side of the track than it is for anybody else, is it?

A. I told you I am not fighting other people's battles.

Q. But that question can be answered very easily. It is just as easy and just as accessible for you to unload on this side of the track as it is for other people to go there to get their freight, is it not?

A. I presume it would be just as easy for me as for others, but I am not fighting other people's battles. I have enough to do to attend to my own.

Q. You think you have plenty of your own without attending to other people's?

A. I am not worrying about mine.

Q. You instituted this proceeding for the purpose of worrying somebody, did you not?

A. I do not know, sir, that I did; but it may worry you before I am through with it.

Mr. Hennessey: It seems to me if this service was unequal, and if discrimination was to be charged and proved, Mr. McGrew ought to have brought that charge in the first place, and then if he could not get relief, then he could make application for this switch.

Mr. Graves: He is simply making application for this spur or switch, as provided in the statute, and is not complaining here of any discrimination; that is an entirely outside matter that was brought in by these questions; we are not complaining of discrimination, but of lack of facilities, proper facilities, to carry on the business.

Mr. Flory: Here is the position of the Commissioners, and I think my colleagues will agree with me in this statement. There has been an application made for a switch or sidetrack and we want to know whether or not the facilities already here are such as will enable them to properly conduct the business in a prompt manner, whether the company's facilities are such as to give Mr. McGrew the prompt and satisfactory handling of his shipments that he deserves.

Q. Mr. Phelps: My questions were meant to lead up to that. I will ask you how many car loads of coal you have brought to Kansas City during the last twelve months?

A. 439.

Q. And they have all come in over the Missouri Pacific?

A. Every one of them.

Q. And they have all been unloaded down there on these wagon tracks?

A. No, sir; we had to place them in other places in Kansas City because we could not get track room enough there to unload them.

Q. You got them unloaded, did you?

A. Yes, sir; but because they handled my coal in this way I had to pay demurrage on some of the cars when, if they had handled them as they were ordered there would have been no demurrage to pay.

Mr. Flory: Let me ask you a question. I want to know when you speak of paying demurrage if you paid demurrage on these cars that were set on the team track for unloading at that particular place where the car was located?

A. (By Mr. McGrew): I will explain that to you. The Missouri Pacific have what they call east of Kansas City, I do not know the exact distance, probably a mile or two, what they call their, I reckon, reception track that they bring in the coal on and switch it down from there; it is held there on that track until it is ordered up to the team track. In billing my coal to Kansas City I did not bill it to that track at all, but I billed it to the team track, Grand avenue, Kansas City, Missouri. We would have a demand for maybe one or two or three cars of coal per day, and instead of bringing that coal in promptly and putting it on the team track and letting us unload it, they would haul it up to some point between here and Lexington, I do not know just where, and for two or three days we would have no coal; and then they would bring four or five cars at a time, when maybe for two or three days we had no coal at all to supply our customers.

Mr. Flory: In other words, it was bunched?

A. No, sir; it was held back.

Mr. Flory: The point I want to make is this, whether they would charge demurrage on cars that were at points other than where you had ordered them sent, and you were charged demurrage on these bunched cars because they were not on the team track as you ordered them, where you could drive up and unload them?

A. Yes, sir; they would send us four or five one day, and then for two or three days we would not have any. They have what they call their hold track on the far end where it is next to a trestle and where we could not get at it. I remember of being here on two occasions and seeing it myself. There were my cars way out on that track next to this trestle where we could not get at them. I went to the agent and made complaint, and he told me he was doing the best he could; that they did not have room enough to handle the traffic, and there



the coal was out on this far track next to the high trestle and my teams waiting to unload that coal.

Mr. Flory: And you paid demurrage on it while it was detained out there by the railroad company?

A. Yes, sir.

Mr. Hennessey: Were the other tracks filled at that time?

A. I do not remember. I spoke to him about my coal being out there and I ask him the question, why do you put so many of the Bolen Coal Company's cars on the track and cannot find room for mine, and he made no reply to that. I understand they had instructions to put the Bolen Coal Company's cars on the track ahead of everybody else.

Judge Robinson: How did you get that information?

A. I got it from some of your railway employes at different times.

Judge Robinson: Who did you get that information from?

A. I do not remember their names now.

Q. Mr. Phelps: How many hours are you allowed in which to unload these cars?

A. I think the time used to be seventy-two hours, but I think they have reduced it to forty-eight hours now.

Q. That is, seventy-two hours after it is placed on the team track? You did not pay demurrage until after this time had expired, did you?

A. I did not order my coal shipped to the hold track.

Q. I asked you if they ever charged you demurrage or if you ever paid demurrage before the time had expired?

A. They have charged me demurrage on several occasions because they would bunch up my coal and bring in several cars on one day instead of bringing it in as my trade called for it and as it was ordered.

Q. You have paid demurrage, then, when you would have a number of cars at a time and were not able to dispose of it and unload it from the cars within the time specified?

A. We could not simply because we would have no coal on the track with which to supply our customers.

Q. And you paid demurrage simply because you could not dispose of it within the required time?

A. No, sir; we could have disposed of it.

Q. How? You had no coal bins in which to store your coal, and if you could not dispose of it to your customers within the seventy-two hours they would charge you demurrage on it for holding it in the cars?

A. It is not customary for coal men shipping bituminous coal to have bins.

Q. You do not know whether it is customary or not, do you? I asked you a while ago if these coal dealers down there had coal bins and you said you did not know.

Mr. Graves: That does not make a custom; what one man does or what one firm does in a certain locality does not make a custom.

A. (By witness): I offered to buy cars in which to haul and hold my coal, if you folks would allow me to do so on a fair basis, but you would not do it.

Q. You offered to do that on what you considered a fair basis, looking at it from your own standpoint. Has the Bolen Coal Company bins in which to store coal?

A. They store a few cars of coal at a time.

Q. What do you mean by that?

A. I mean by that possibly they may have as much as two or or three cars stored in bins at a time.

Q. They have facilities for storing that much?

A. They have facilities for storing coal here, but it is mostly hard coal.

Q. Let us keep to the question of soft coal. That is what this complaint is about. They have facilities for storing coal, soft coal?

A. They have some bins. I do not think they ever store as much as a car load of soft coal during the winter.

Q. They could, if they wanted to, could they not?

A. I suppose they could. I could do the same thing. The Bolen Coal Company have a whole lot of tracks. They are not confined to one particular place like my business is.

Q. Have Lanning & Harris bins in which to store coal?

A. They do not store any coal.

Q. You told me awhile ago that you did not know whether they had bins or not.

A. I said I did not know anything about their general run of business.

Q. You stated that you did not know whether they had bins or not.

A. I stated positively that they had bins at the Chicago & Alton track.

Judge Robinson: Do you not know, Mr. McGrew, that they have bins for storing coal on what is known as the Woods Brothers track?

A. No, sir; I do not know that.

Judge Robinson: Will you venture the assertion that they have not?

A. (By witness): They are here in the city; you can bring them in and let them testify themselves as to what they have in that regard.

Q. (By Mr. Phelps): Do you know anything about that?

A. I know they do not store soft coal.

Q. Do you know that they have not facilities for storing soft coal?

A. It is possible that they might have bins for as much as a car of coal at a time, but to say that they have bins for the purpose of storing soft coal, I say they have not, and I say they will say the same thing if you will bring them in here and let them testify.

Q. If you had had bins in which to store your coal it would not have been necessary for you to have occupied the cars longer than the time allowed by the rules, and then you would not have had any demurrage to pay.

A. It wont pay to store soft coal. No dealer makes a practice of storing soft coal, because it will not pay. There is too much waste to it when the coal is stored.

Q. It is more profitable to hold the coal in the cars and pay demurrage than to store it, is it?

A. I will never pay any more demurrage without a lawsuit; I can tell you that right now.

Q. You never did pay very much, did you?

A. No, sir; and I never will again unless there is a lawsuit and I am compelled to pay it.

Q. You have sold coal in car load lots to keep from paying demurrage, have you not?

A. No, sir; I did not. I could have retailed three times as much coal as I did last year if you would have put my coal on the track to be unloaded.

Q. Do you know that to be a fact?

A. Yes, sir.

Q. And you could have sold it? Who could you have sold it to?

A. Plenty of people, and I could have sold it right here to the people of Kansas City. I could have sold it for less than the Bolen Coal Company sold theirs, and just as good coal, too, if it had not been for the difference in rates.

Q. They charged you a different rate from that they charged other people?

A. Yes, sir; they did; and I have got some suits filed now because of that.

Q. Unless the railroad company would bring in your coal and put in on your siding this would not help you out any, would it?

A. If they will give me the siding I will make them bring it in. There is law to do that.

Q. But there is no law to compel them to put in this siding, is there?

A. Yes, sir; there is law to compel them to put in the siding, too.

Q. Do you mean to say to the Commissioners that you were charged demurrage under circumstances when other coal companies and other shippers were not?

Mr. Graves: I object to that. He is not complaining of any discrimination here.

Mr. Phelps: I understood him to say that he was charged demurrage when other shippers were not.

Mr. Flory: It strikes me if he is paying demurrage it might be proper for him to show that there was not proper facilities for taking care of those cars.

Mr. Graves: He has answered that; he said there was not.

Mr. Hennessey: If he did not pay demurrage only at times when other shippers were paying it, and under proper circumstances, he has nothing to complain of, has he?

Mr. Graves: We are not complaining about that here.

Q. (By Judge Robinson): Where was the car or cars upon which you paid demurrage, which particular track, and which portion of the track?

A. I could not tell you just what portion of the track. I can tell you, however, that the cars I paid demurrage on were at a place where no wagons could get at them to unload them.

Mr. Hennessey: I would like to ask you if there are not times when the railroad company cannot put the cars exactly where you would want them?

A. There certainly are times like that, but I am not so unreasonable as to ask them to do an unreasonable thing. I handled 3,500 cars of stuff last year, and I could have handled them much more promptly if the railroad company would have handled my business as it was billed.

Q. (By Judge Robinson): How far east of Grand avenue is this bridge or trestle that you speak of?

A. I would say; it is about 2,000 feet, approximately.

Q. (By Judge Robinson): And do you say that any of your cars of coal were put for unloading on that east approach, near the trestle?

A. They have been set right on that bridge or trestle.

Q. Was there ever any demurrage charged you for cars that were not put where teams could get to them to unload?

A. Yes, sir; they have charged me demurrage several times for cars out there. I got after them about it; I told the agent about it, and he said they did not have track room enough to put the cars on. I told him I did not want my coal brought in that way, two or three or four cars one day and none the next; that I could not sell it that way. I said, I have a demand for one or two cars a day, and I order them that way, and I can only sell coal that is brought to me just as it is ordered from the mines.

Q. Is it not a fact that every car on which you paid demurrage was placed there where you could have unloaded it if you had had a purchaser for the coal?

A. No, sir! No, sir!! No, sir!!!

Q. They did not charge you demurrage while the cars were standing down east of the bridge, did they?

A. Yes, sir; they have charged me demurrage for cars standing on the bridge.

Mr. Flory: The time that demurrage was charged for was while the cars were standing on the bridge where you could not get at them?

A. Yes, sir.

Q. They were standing there because you had not ordered them down to the team track, were they not? How much demurrage did you pay?

A. I do not know.

Q. \$100; as much as that?

A. I cannot tell you. I can tell you that I paid the demurrage, but I cannot tell you the amount. It was less than \$100 though, but it was so much that it drove me out of this market; it was so much that it kept me from shipping coal to Kansas City in order that I might compete with the dealers here.

M. P. Preat, of lawful age, being produced, sworn and examined as a witness on part of the complainant, testified as follows:

#### DIRECT EXAMINATION.

Q. By Mr. Walsh: What is your profession?

A. Civil engineer.

Q. What experience have you had in the railway business, laying tracks, etc.?

A. Well, I have been an engineer in practice about 22 years, and I suppose 16 of those have been spent in railroad work.

Q. Are you familiar with this plat?

A. Yes, sir.

Q. Did you take part in making that?

A. I did.

Q. You see the location of this proposed siding on here?

A. Yes, sir; I am familiar with that.

Q. I will ask you as an engineer of experience in that business if that is a feasible and proper way to place a sidetrack at that place?

A. Perfectly feasible from an engineering point of view, and practicable.

Q. And the proper place to put it from a railroad point of view?

A. I should say the best point from a railroad point of view.

#### CROSS-EXAMINATION.

Q. By Mr. Phelps: Do you mean that would be the best place on the Missouri Pacific for a sidetrack, or the best place from some particular point?

A. I mean from that point.

Q. To get into that place?

A. Yes, sir.

Q. You mean it is the best place to get into that particular point when you say it is the best place?

A. Yes, sir; and for this particular purpose.

Q. But you do not mean it is the best place on the whole Missouri Pacific track?

A. I was simply considering this proposition.

Q. Is that a street there?

A. I believe this is called Front street, from this line. (Witness explains plat as to streets, position of proposed siding and present location of main tracks of Missouri Pacific.)

J. C. McGrew recalled for cross-examination by Judge Robinson.

Q. How much ground do you own there, Mr. McGrew?

A. I think my plat calls for 47 feet fronting on Grand avenue by 142 feet deep, laying along next to the Missouri Pacific tracks.

Q. 142 feet east and west?

A. Yes, sir; next to the Missouri Pacific railroad.

Q. Next to the street?

A. Next to the Missouri Pacific railroad.

Q. 142 feet east and west, and what is the distance fronting on the street?

A. 47 feet fronting on Grand avenue; that is about it; I am not sure as to the exact size.

Q. Where does this track strike your ground?

A. Right here (referring to map, which he explains).

John Donnelly, recalled for the purpose of further explaining plat, and for direct examination by Mr. Graves.

Q. You were being interrogated about this fence on this line. Explain to the Commissioners, who have seen the ground your plat with reference to distances here. How far is this line from the west line of the alley?

A. Four feet eight.

Q. This is the Chicago & Alton track over here south?

A. Yes, sir.

Q. Lanning & Harris are in here?

A. Yes, sir, in here. (Referring to plat.)

Ed. McGrew, of lawful age, being produced, sworn and examined as a witness on part of complainant, testified as follows:

#### DIRECT EXAMINATION.

Q. By Mr. Walsh: Your name is what?

A. E. J. McGrew.

Q. What is your business?

A. I am general manager for my father's two milling plants and his coal business.

Q. J. C. McGrew is your father?

A. Yes, sir.

Q. What do you know about the necessity for having this side track here?

A. I know if it is given us it will double our business in Kansas City, and it was of such necessity last year as to make it impossible for us to handle our business with the facilities that were accorded us there.

Q. Were you general manager last year?

A. Yes, sir.

Q. Did you or not have any difficulty in handling your business on account of not having a sidetrack to your warehouse?

A. Yes, sir; we had trouble in getting our coal put on the team track in such places that we could get it unloaded.

Q. Did you have much or little difficulty in that regard?

A. We had trouble all the way through.

Q. Just tell the Commissioners what your output was last year.

A. We shipped 439 cars into Kansas City, and out of a total business of some 3,500 cars, these 439 cars were much more troublesome than all the rest put together.

Q. What do you say you would handle in case you had this track-age facilities, in case you had this sidetrack at your coal depot?

A. I believe we could double our business.

Mr. Flory: On what do you base your judgment in that particular?

A. (By witness): I base it on the experience we had last year. We could have sold twice as much coal as we did right here in the city if the coal had been put on the track promptly so that we would have been able to unload it.

Mr. McCully: In other words, you had twice as much demand as you had supply?

A. (By witness): Yes, sir.

Mr. Hennessey: But what would be the result if the company does not put the cars promptly on this spur track that you so much want?

A. (By witness): The trouble last year was, as I understand it, the agent of the Missouri Pacific claimed they did not have track room enough to handle the business, and that was the reason our cars were not put on the team track to be unloaded, but were left out east here on what they call their five-mile track.

Mr. Hennessey: Those cars were not left out there for the purpose of discrimination? They treated you just like they treated their other shippers?

A. I do not know that they were left out there for the purpose of discriminating against us.

#### CROSS-EXAMINATION.

Q. By Mr. Phelps: You could sell just as much coal in Kansas City unloading it from the cars on the north side of the track as from the south side if the cars were properly located, could you not? It would not make any difference to the purchaser of the coal or to the consumers of the coal whether these cars were unloaded on the south side or on the north side, would it?

A. It would depend altogether where it was located on the north side.

Q. It would not make any difference to the consumer, would it?

A. Oh, no, I suppose not.



Q. Suppose the cars were located on the north side of Grand avenue, could you unload them there?

A. If they were located there altogether we could.

Q. Then, after all, it is a question of conveniently locating the cars rather than the particular place at which they are placed?

A. No, sir.

Q. In regard to your ability to sell, I mean.

A. No, sir; the coal is not located on the team track, I understand, on Grand avenue next to the freight house where you speak of. They do not place coal there for unloading, as I understand it.

Q. But it would not make any difference to A, B or C who buy your coal where it was unloaded on which side of the track, would it?

A. Not if it was in a convenient place.

Q. Even then it would not make any difference to them, those who buy your coal?

A. It would to our teams.

Q. I am not talking about your teams; I am talking about the men who buy it of you.

A. No, sir; it would make no difference to them where the coal was unloaded just so it was delivered promptly.

Q. It would not make any difference, either, to the consumers whether your coal came in on the first, second or third day of the month, would it?

A. I suppose that would be entirely immaterial to them when it came in just so they received it promptly after it was ordered.

Q. Then this is a question of facility here in Kansas City rather than whether the track shall be on this side or that side of the track. It is a matter of the facilities afforded you by the railroad company more than whether or not this siding shall be at this particular point?

A. Yes, sir; if we are afforded the facilities for handling our business.

Q. All the freight that comes in for that depot is unloaded on the north side of the track, is it not?

A. I do not know.

Q. Do you know of any sidetracks being on the south side of the Missouri Pacific tracks at that point?

A. I am not certain about that; I think there is one on the south side to some brewery or bottling works, but I am not certain about it.

Q. Where did you get that information? You do not know that there is such a track to any bottling works down there, do you?

A. I said I was not certain about it. I think I got that information from Judge Robinson the last time we were down to his office.

Q. Then this whole thing is more a matter of conveniently placing the cars than of having this switch at this particular point?

A. No, sir; we want it to enable us to extend our business here.

Q. You could extend your business just the same if the cars were conveniently placed on the north side, could you not?

A. You take the other coal companies of this city and they have their own coal yards and their own sidetracks, and these facilities enable them to do much more business than we have been able to do yet, and that is why we want it.

Q. What kind of coal yards and sidings have Lanning & Harris from the Missouri Pacific railroad?

A. I do not know.

Q. You say you want the same facilities that are afforded other people?

A. Yes; but I do not know what facilities are afforded Lanning & Harris. I know they have their coal yards and they have sidetracks from the Chicago & Alton. Now we have the ground there on the Missouri Pacific, and we want the sidetrack put in.

Q. Has the Missouri Pacific put in any sidetrack for them?

A. No, sir; I do not think they have; but they have sidetracks.

Q. You could handle your business just as well from the other side of the track?

A. We have not the property there on which to build a siding.

Q. At the time you purchased this property on the south side of the Missouri Pacific tracks, there was ground over there that you could have bought, was there not?

A. I do not know whether it could be bought or not.

Q. You do not expect to store your soft coal even if this siding is put in, do you?

A. We expect to unload it from the cars. Of course there will be more or less at times that will have to be placed in the bins; three or four loads that will be placed there.

Q. I understood your father to testify that the coal men in this city do not store soft coal.

A. The coal men do not consider three or four wagon loads as any stock.

Q. You can unload just as well on the north side as on the south side, can't you?

A. We could unload it just as well into the wagons, but if there is any remaining that was not sold, then we would have to load it into

wagons and pull it around to the yard if there happened to be any remaining.

Q. It is a mere matter of convenience, again?

A. It is a matter of having proper facilities to carry on our business, just like the wholesale grocerymen and other wholesale dealers have in order to properly conduct their business.

Q. How many car loads of flour did you bring in?

A. We only brought in some eight or ten, I suppose.

Q. Where did you store that?

A. That was stored in the frame building on our property there.

Q. Is there any flour brought in except what you ship?

A. Yes, sir.

Q. Where is all that flour unloaded?

A. It is unloaded at various places.

Q. Is there any of it unloaded down at that Grand avenue depot?

A. I do not know.

Q. You never have been down there around that depot to see whether that is done or not?

A. Yes, sir; I have been down there.

Q. You have been down to the tracks on Grand avenue?

A. Yes, sir.

Q. Do you know of any flour being brought in there?

A. I suppose there is.

Q. You can unload from these wagon tracks as well as anybody else, can't you?

A. Yes, sir; we could unload there as well as anybody else if the car was in position to do so, but if we do unload it on that side it would require us to haul it over to the warehouse, and that would be an extra expense that we do not care to have.

Q. It would be a little more trouble because it is a little further to drive to it.

A. Yes, sir; and the extra expense.

Q. How far is it from this proposed sidetrack across to the north side to the wagon tracks?

A. I do not understand that there is any coal unloaded on these tracks.

Q. Where do you unload from the cars?

A. My understanding is, that it is down here.

Q. What is the duty of the general manager of your business?

A. To attend to the business.

Q. It is not a part of your duty to find out where the coal is unloaded?

A. It is unloaded on the team track in Kansas City below the Grand Avenue depot.

Q. You know where it is unloaded?

A. I have seen the tracks there, and have seen coal being unloaded.

Q. Any other firms unload their coal there besides yours?

A. O, yes.

Q. Why can't you unload there as well as other people?

A. We did last year.

Q. Other people unload there?

A. Certainly.

Q. It is just as much further for other people as for you?

A. All other people do not do that.

Q. But for those who do, it is just as far?

A. I suppose so.

Q. Have you had any complaint on account of the company not promptly handling your cars during the last six months?

A. No, sir; because we have not had enough coal business to become congested.

Q. The coal business is a little slack just now?

A. It always is in summer time.

Q. Whose business is it to look after these demurrage charges?

A. The agent's, I suppose.

Q. Who pays it for your company?

A. Mr. John Bauerle, our agent at Kansas City.

Q. What is the duty of the general manager of this concern, the McGrew Coal Company?

A. To look after the entire business.

Q. Do you order coal up from Lexington?

A. Yes, sir.

Q. Do you sell the coal?

A. No, sir.

Q. As general manager, you undertake to keep a general observation over the entire business?

A. Yes, sir; but it is no part of my duty to sell the coal. I attend to the business in the office, and look after the business generally.

Q. What is your business outside of the office?

A. I visit the various places where we have agencies.

Q. How many agencies have you in Kansas City?

A. One.

Q. Who is your agent here?

- A. John Bauerle.
- Q. Where is your Kansas City office located?
- A. First and Grand Avenue.
- Q. Where is your office?
- A. Lexington, Missouri.
- Q. You come up every day?
- A. No, sir.
- Q. Your office is rather one more of title than duty?
- A. No, sir.
- Q. You have some duties to perform?
- A. Yes, sir.
- Q. What are they?
- A. The duties previously stated.
- Q. Where else do you have oversight besides Kansas City?
- A. Kansas, Nebraska and Missouri.
- Q. Where else along the Missouri Pacific have you coal yards?
- A. In Sedalia.
- Q. Any other place?
- A. No, sir.
- Q. Do you not sell coal anywhere else except Sedalia and Kansas City?
- A. I just said in Kansas and Nebraska; at various points along the Missouri Pacific and other roads.
- Q. Have you no coal yards?
- A. No, sir.
- Q. You simply sell to retail dealers?
- A. Yes.
- Q. You do not retail coal except in Kansas City and Sedalia along the line of the Missouri Pacific?
- A. That is all.
- Q. Have you a coal yard at Sedalia?
- A. We have property there.
- Q. Have you a storage warehouse for coal there?
- A. No, sir; we have done very little business there so far.
- Q. How many cars have you shipped there?
- A. We are just opening up there; I can not say how many.
- Q. About how many; you can tell that?
- A. I can not say.
- Q. Have you shipped one there in the last six months?
- A. No, sir; I do not think we have.
- Q. Your business is not in a very flourishing condition there?
- A. No, sir; it is just in its infancy; we hope to increase it.

## AFTERNOON SESSION—1:30 P. M.

Ed. McGrew, recalled for cross-examination by Mr. Phelps:

Q. You testified this morning as to the number of cars you had shipped into Kansas City during the last year?

A. Yes, sir.

Q. When did you first begin shipping in here?

A. My testimony was the number we shipped from the first of September, 1898, to the first of September, 1899.

Q. 1st of September, '98, to 1st of September, '99?

A. Yes, sir.

Q. That is the period of twelve months preceding this month?

A. Yes, sir.

Q. How many did you say it was?

A. 439.

Q. How many of coal?

A. 439.

Q. How many of flour?

A. Six or eight or ten; I said I was not certain about that.

Q. Have you a record in which you keep the number of car loads of coal shipped in?

A. Yes, sir.

Q. Is that record where you can get at it conveniently?

A. Yes, sir.

Q. Have you a statement of it with you?

A. No, sir; I have no statement; I have a memorandum simply.

Q. I wish you would examine that memorandum and tell me how many cars you shipped in September, 1898.

A. I have only the general statement for the year; it is not divided as to months.

Q. From what did you take that statement?

A. From our books.

Q. Do they show the number of the car and the date of the shipment?

A. Yes, sir.

Q. Did you begin to ship in September?

A. Last year?

Q. Yes; September, 1898?

A. We did, as near as I can recollect; yes, sir.

Q. 438; you are certain of that?

A. 439.

Q. I wish you would furnish the Commission with a statement showing in detail the number of the car in which the shipment was made and the date of shipment beginning with the 1st day of September, 1898, and up to the 1st day of September, 1899.

A. (By Mr. J. C. McGrew): The books are here; we have nothing to conceal.

Mr. Walsh: I suggest that the books are the best evidence.

Mr. Flory: I think myself it might be well for Mr. Phelps to explain what his object is in asking these questions. Of course, if there is a discrepancy between the number testified to and the number actually shipped, he would have a right to show it.

Mr. Phelps: If the Commission please, that is just exactly what we claim. They say they shipped 439 cars during the year preceding the first of September, 1899, and we claim there was not more than 150 cars consigned to J. C. McGrew at Kansas City, and I suggested that he prepare a statement from his books of the cars actually consigned to J. C. McGrew in order that we might see just what the difference is.

Mr. J. C. McGrew: We will prepare the statement if the Commission wishes that information. We certainly do not want to conceal anything. Our books are here and the statement can be prepared, but it will take some time.

Mr. Phelps: I supposed it would, and that is why I suggest that the statement be prepared and sent to the Commission for their consideration. I can, however, let the witness take the books and examine him as to the number of cars, the date of shipment and bring it out that way. My object was to save time.

Mr. Hennessey: I think it would be as well for them to submit the statement to the Commission and we could then consider it along with the other testimony.

Q. Were these cars that you speak of, these 439, all consigned to J. C. McGrew?

A. (By witness): No, sir.

Q. Then if you had the siding they would not have been put on it if they were not consigned to J. C. McGrew?

A. Some of them would.

Q. They were cars that other people paid the freight on?

A. No, sir; we paid the freight.

Q. But the cars were consigned to other people?

A. Some of them.

Q. Who turned the car over to the railroad company?

A. The consignee.

Q. Now I will ask you, Mr. McGrew, if you do not know this to be the fact that the number of cars shipped here, consigned to J. C. McGrew during the period you mention was less than 150?

A. No, sir; I do not know that.

Q. The cars consigned to other people would not have gone to your siding, would they? They would have gone to the people to whom they were consigned, and been unloaded by them?

A. Yes, sir.

Q. They would have gone to all these different places where they might have been consigned and not to your siding if you had had one?

A. Yes, sir.

Q. This siding would not have been used for cars shipped to other people, would it?

A. Not altogether.

Q. Would they use it at all?

A. No, I do not think they would.

JOHN C. BAUERLE, of lawful age, being produced, sworn and examined as a witness on part of the complainant, testified as follows:

#### DIRECT EXAMINATION.

Q. By Mr. Walsh: Your name is John C. Bauerle?

A. Yes, sir.

Q. You are agent for Mr. McGrew at Kansas City in the coal business?

A. Yes, sir.

Q. Just explain, Mr. Bauerle, where this coal track is on the Missouri Pacific; the one that is in now, where they unload the coal at Kansas City.

A. (Witness explains position of tracks on plat and continues:) The coal track would be east of Grand avenue, but north of the main line. It is down here three blocks.

Q. Where do they unload on these tracks?

A. One of these tracks belongs to Wood Brothers, and here is where he receives his coal or whatever stuff is shipped to him. That is on the north side of the team track. The team track is three blocks down to Holmes street. North of the freight house they very seldom get any coal on that side. They have put us over there once or twice, but it is more for merchandise tracks. They put the coal over here (referring to plat).



Q. What difficulties did you have there last winter, Mr. Bauerle, with regard to getting your coal off of this track?

A. I had quite a difficulty down there. Sometimes they would put my coal on the Holmes street track and I could not get at it. I could walk to it, but I could not get at it with a wagon. It was on this track across Holmes street. There is a little track there from the main line, but a wagon cannot get at it to unload.

Mr. Flory: You are agent here for Mr. McGrew?

A. Yes, sir.

Q. Do you have charge of the unloading of this coal?

A. Yes, sir.

Q. How frequently did that occur?

A. A number of times.

Q. Did you complain to the agent about it?

A. I complained to the agent about it, and I also wrote Mr. McGrew about it.

Q. And did you go with Mr. McGrew to see the agent about it?

A. Yes, sir.

Q. And what explanation did the local agent of the Missouri Pacific make to you and Mr. McGrew as to why he had not placed your cars where they could be unloaded?

A. Mr. McGrew told him that he was not receiving his coal as it should be, and he told him he wanted his coal put where he could get to it to unload it.

Q. How was this track, as a matter of fact, as to being crowded when the coal was rushing in, when there was a demand for coal?

A. The track is crowded all the time.

Q. In the winter?

A. Yes, sir.

Q. (By Mr. Hennessey): You say the tracks were crowded?

A. Yes, sir.

#### CROSS-EXAMINATION.

Q. By Mr. Phelps: What was the reason you could not get at the cars with wagons that were on the Holmes street siding?

A. There is a rock quarry on one side and the main line of the road on the other, and to unload down there the wagon would have to straddle the main track of the Missouri Pacific and keep a sharp look out for trains in order not to be run over.

Q. Whose rock quarry is that?

A. I do not know.

Q. There is a street there?

A. No, sir; I never seen any; you could not unload on that side at all.

Q. Is that where Lanning & Harris unloaded?

A. If they ever unloaded there I do not know about it.

Q. Are you the man who paid the demurrage for Mr. McGrew?

A. Yes, sir.

Q. Did you ever pay demurrage for any cars that were standing down there?

A. Once in awhile I think I did pay down there.

Q. Do you understand car service rules?

A. I think I do.

Q. What were they at that time?

A. They allowed three days on team track.

Q. What track?

A. Team track.

Q. Did you ever pay demurrage on cars placed on any other track?

A. Yes, sir; I paid car service on both tracks. They kept my cars so bunched that I could not get them unloaded within the time and I would have to pay demurrage on them. I made complaint to the agent, and so did Mr. McGrew, and he told us he did not have track room enough to handle the business.

Q. You did not have to pay car service for cars on any track, but the team track, did you?

A. I did not pay any team track demurrage; I paid demurrage for cars held on what they called the five-mile track.

Q. What track is that?

A. It is the track that the railroad company has to put coal on. I very seldom got my cars placed on the team track; I paid demurrage on cars on this other track.

Q. Do they charge you demurrage for cars held on this other track?

A. Yes, sir.

Q. Do they charge you demurrage for cars that are held on that track before they are brought to the team track?

A. Yes, sir.

Mr. Flory: You mean to say you have paid demurrage for the detention of cars on this five-mile track?

A. Yes, sir.

Q. It was not after they had first been placed on the team track and then taken down there?

A. No, sir.

Q. How many times did you pay demurrage on cars on that five-mile track, as you call it?

A. I do not know.

Q. Give me your best recollection.

A. I do not know.

Q. You can fix some number—about the number. Was it one or a million?

A. Call it a million if you want to. I do not know.

Q. How many cars did you bring in there last year?

A. 250 or 300 cars; I do not remember exactly.

Mr. Walsh: Give him your best recollection as to the number of cars on which you paid demurrage; was it as many as twenty-five or thirty?

A. I do not know the number.

Q. If they only shipped in 140 or 150 cars last year you did not pay demurrage on double that number, did you; you did not pay on the same car twice?

A. No, sir; I do not think I did; I have paid for the same car on different days.

Q. Have you been agent for Mr. McGrew during all of last year?

A. Yes, sir.

Q. You did not pay demurrage on cars shipped to other people, did you?

A. No, sir; I had nothing to do with anybody else.

Q. If Mr. McGrew did not ship as many as 250 cars in here you did not pay demurrage on more than that, if he did not ship that many cars in here that were consigned to J. C. McGrew?

A. I paid demurrage only on cars that were shipped to me.

Q. Do you say you paid demurrage on about 250 cars?

A. I said there was 250 or 300 cars shipped in here.

Q. But on how many did you pay demurrage?

A. I do not know exactly.

Q. I asked you how many you paid demurrage on and you said 250 or 300.

A. I did not understand it that way; I meant there was 250 or 300 cars shipped in here.

Q. Can you tell me on how many cars you paid demurrage that were held on this five-mile track?

A. Twenty-five or thirty; somewhere in that neighborhood.

Q. How much demurrage did you pay a day?

A. Sometimes three dollars; sometimes four, and sometimes not so much.

Q. For one car?

A. Sometimes there would be two or three cars; and sometimes I would have to pay demurrage on the same car for more than one day.

Q. What is the demurrage on each car a day?

A. One dollar a day.

Q. For each car?

A. Yes, sir.

Q. And you have paid demurrage on as many as four cars at a time?

A. Sometimes I had that many; not every day.

Q. For cars standing out on this five-mile track where they could not be unloaded?

A. Yes, sir.

Q. And you would have unloaded them if they had brought them down where you could have done it?

A. Yes, sir.

Q. You asked them to bring them down?

A. Yes, sir.

Q. And they refused?

A. Yes, sir.

Q. And then charged you demurrage for holding them on the five-mile track?

A. Yes, sir.

Q. You are sure of that?

A. Yes, sir.

Q. You know that is true?

A. Yes, sir.

Q. Why did you not refuse to pay demurrage? Did you take a receipt for the money?

A. Yes, sir.

Q. Does that receipt disclose on what track they were held?

A. I could not tell you.

Q. Did you understand it to be the rule of the car service association that you were liable for demurrage before cars were placed on the track for unloading?

A. Yes, sir.

Q. Where is the point where they begin to charge you demurrage?

A. The five-mile track.

Q. After what length of time do they begin to charge demurrage on the five-mile track.

A. Three days.

Q. After these cars have been on the five-mile track three days without being ordered to the team track or some other place for unloading, they charge you demurrage?

A. I think it is three days.

Q. How many days do they allow on the wagon track before they begin to charge demurrage?

A. Two days.

Q. Making five days altogether before they begin to charge demurrage?

A. Yes, sir.

Q. You claim that under the rules of the car service association that the consignee can be held to pay demurrage while the cars are held by the company down on this five-mile track?

Mr. Graves: I object to that. He did not say that; he did not say that the car service rules said that at all.

Mr. Phelps: He said he understood car service rules and it is under car service rules that these demurrage charges are made. I will ask you this then: What are the rules, as you understand them, if you do understand them?

A. I do not understand them.

Q. You have concluded that you do not understand the car service rules?

A. No, sir; I do not.

Q. But you do know that they charge demurrage regardless of whether they are able to put them up there or not?

A. Please repeat that question?

Q. I understood you to say a while ago that they charged after three days when cars held on the five-mile track and that they charge demurrage after two days on the wagon track?

A. Yes, sir.

Q. And that they charge you demurrage on cars if they were held on the five-mile track beyond this time, notwithstanding you were ready and anxious to unload them if they would bring them up where they could be unloaded, and that they do that under the rules of the car service association?

A. I suppose so.

Q. You know whether that is true or not, don't you? A man ought to understand the rules of the association, it seems to me, so that he will know whether he is being robbed or not. Is that not true?

A. Yes, sir.

Q. Have you ever seen the rules of the car service association?

A. No, sir; I never seen any.

Q. Was not the firm of J. C. McGrew & Company furnished a copy of the rules of the car service association?

A. No, sir; I never seen any.

T. Y. SANDERS, of lawful age, being produced, sworn and examined as a witness on part of the complainant, testified as follows:

DIRECT EXAMINATION.

Q. By Mr. Walsh: What is your business?

A. I am a clerk at present.

Q. Whereabouts?

A. At the Temple of Economy.

Q. What business were you in last winter?

A. Weighing coal for Mr. McGrew.

Q. State what you know, if anything, about any difficulty Mr. McGrew or his agent had in getting coal off of these tracks of the Missouri Pacific railroad while you were so employed.

A. Well, sometimes they did not have any coal during the day on account that they did not put it where we could get to it. Two or three times it was left on what they call the five-mile track or switch, and they would not bring it up where we could get at it.

Q. About how many times did that occur last winter?

A. Twelve or fifteen times.

Q. How long would you be without coal; about how long?

A. We might have a little left on the track over night, and we would get rid of that in the morning, and then maybe we would not have any more coal that day until evening or the next day; then maybe for two or three days together we would not have any coal, and then we would have five or six cars at a time; maybe not so much as that; but three or four cars at a time.

Q. And on these occasions, these twelve or fifteen times, did they have many calls for coal?

A. Yes, sir; we could have delivered it out to customers if we had had the coal to do it with.

Q. You are not working for Mr. McGrew now?

A. No, sir.

No cross-examination.

C. F. Marcum, of lawful age, being produced, sworn and examined as a witness on part of the complainant, testified as follows:

DIRECT EXAMINATION.

By Mr. Walsh: Q. What is your business, Mr. Marcum?

A. I just do first one thing and then another; whatever I can find to do.

Q. What are you doing now?

A. I am not doing anything right now.

Q. What was your business last winter?

A. Driving a team for Mr. Sanders.

Q. The Mr. Sanders who was just on the stand?

A. Yes, sir.

Q. State to the Commissioners if you have experienced any difficulty in getting coal shipped to Mr. McGrew placed down on the Missouri Pacific tracks here where it could be unloaded?

A. I have several times on account of their being on the east end of the Holmes street tracks. These stone works are on the other side, and this here switch on this here side, and there was no way to get in there with a wagon without straddling the track of the Missouri Pacific railroad.

Mr. Flory: You mean by straddling that the wheels of one side of the wagon would be inside the track of the Missouri Pacific railroad?

A. Yes, sir; the space was not wide enough for a wagon to stand there without part of it being on the track of the railroad.

Q. (By Mr. Walsh): How often did you experience that difficulty last winter?

A. O, eight or ten times; there was lots of days that I was not down there; I did not haul every day.

Q. You were a teamster at that time?

A. Yes, sir.

Q. Employed by whom?

A. Mr. Sanders.

Q. And eight or ten times while you were engaged in hauling coal for Mr. Sanders you were unable to get the coal on account of the crowded condition of the tracks; because they would not place the cars where they could be gotten at by a wagon?

A. Yes, sir.

#### CROSS-EXAMINATION.

Q. By Mr. Phelps: Who were you driving a team for?

A. Mr. Sanders.

Q. Was he in the service of Mr. McGrew?

A. He was down there last winter.

Q. When you were working for him?

A. Yes, sir.

Q. Were you working for him all the time?

A. Not all the time.

Q. Whose team was it you were using?

A. Mr. Sanders'.

Q. Did you haul coal all winter?

A. No, sir; not all winter.

Q. Did you haul for anybody else or from the tracks of any of these other companies?

A. No, sir.

Q. Did you notice any other coal down there in that neighborhood?

A. Lots of it. The Bolen Coal Company had their coal on the west end of this track.

Q. On that same track?

A. Yes, sir.

Q. Mr. Flory: Let me ask you this. When you were down there and saw several of the Bolen Coal Company's cars on this same track that Mr. McGrew's coal was on, let me ask you whether or not the Bolen Coal Company's cars were in such position on the track that you could get at them to unload them?

A. They could, yes, sir; easy enough.

Q. (By Mr. Phelps): You say they could get at the Bolen Coal Company's cars?

A. Yes, sir.

Q. And not at Mr. McGrew's?

A. Yes, sir.

Q. Why?

A. They were all on the east end of this track; was down on the Holmes street track, and there was no way to get at them.

Q. Was this the usual way of placing the cars?

A. Pretty much every day I was down there Mr. McGrew's cars would be on the east end of the track and the Bolen Coal Company's cars would be on the west end somehow or other. They very seldom had cars on the other end of the track. The McGrew cars were always at the east end it seemed to me.

Q. Did the coal come from the east or west?

A. From the east.

Q. Did the Bolen coal come from the east, too?

A. I do not know.

Q. If McGrew's cars got on the siding first they could not push anything around them or beyond them without first pushing them down, could they?

A. No, sir.



Q. You never saw them attempt to do anything like that, did you?

A. No, sir.

Q. Were you there at any time when you were hauling coal last winter when it was easy to get to the McGrew cars of coal and impossible to get to the cars further down; further east on this track belonging to somebody else?

A. Yes, sir; sometimes, but not often.

Q. You paid more attention to it when the cars were out of reach that you were hauling for?

A. Yes, sir.

Q. You do not know but that other people experienced the same difficulty that you did, do you?

A. They might have, but I do not know about it.

John C. Bauerle recalled for direct examination by Mr. Walsh.

Q. I will ask you, if you know, where did the coal for the Bolen Coal Company and for the McGrew Coal Company come from; what direction?

A. From the east.

Q. What was the custom there as to placing cars?

A. They would pull Bolen's coal up and put it on the front track, put Bolen's coal on the front end of the track, and put our coal on the lower end.

Q. The lower end is the far end?

A. Yes, sir.

Mr. Hennessey: Let me ask you if you know how the coal came in in the train; whether the Bolen coal cars were ahead of Mr. McGrew's cars in the train?

A. I could not say as to that.

Mr. Hennessey: If it came in in the train in front of Mr. McGrew's cars it would naturally be switched in on the siding that way, would it not?

A. I suppose so.

#### CROSS-EXAMINATION.

Q. By Mr. Phelps: When the Bolen cars were on the west end and yours on the east end if your cars had come in in the train in front of the Bolen cars, they would have to in order to put yours behind the Bolen cars separate your cars from the others in the train and push them back on the back part of the siding, and then go and pick up the Bolen cars and push them on the siding in front of yours?

A. I do not know about that.

Q. That would be the only way it could be done if your cars had come in in the train in front of the Bolen cars, would it not?

A. I was not in a situation to know how the cars came in in the train. I only knew I wanted my cars where I could get at them to unload them, and I noticed it was nearly always the case that the Bolen cars were on the west end of the track where they could be unloaded, and my cars were on the east end where I could not get to them.

Q. You don't mean to say that they took your cars out and put somebody else in front of you—the Bolen Coal Company or somebody else?

A. I just mean to say that I see his coal on the front part of the track and the McGrew coal on the back end.

Q. But after his cars were unloaded they would take them out of the way?

A. I do not know.

Q. You surely know whether the empty cars were left there on the track or not?

A. What is your question?

Q. I want to know if you know whether after the cars that were in front of yours were unloaded they were taken out of the way? They were not left standing there empty on the track?

A. O, no, sir; but they brought our coal in from the east and they brought the Bolen coal in from the west and they would keep on shoving ours down; they very seldom brought ours in from the west end.

Q. How did they go out after they were unloaded?

A. I do not know; sometimes one end and sometimes the other.

Q. Just as fast as they were unloaded they would be switched out the west end of the track?

A. Sometimes one way and sometimes the other.

Q. You could not unload until they would push your cars down west of Holmes street?

A. Yes, sir; west of Holmes street.

Q. And when your cars were pushed down they were pushed right down west?

A. The track is a long one, and they would put their cars on the front end of it.

Q. As soon as the track was cleared your cars would then be brought down with the others?

A. No, not every time.

Q. Where did you unload?

A. On the east end of the team track.

Q. West of the Holmes street track?

A. Yes, sir. They always got our cars off on the far end of the track and the Bolen cars in front.

Q. Do you mean to say that they would make an extra switch in order to get the Bolen cars in front of yours?

A. I do not know about that, but I know they always, or nearly always, had our cars on the east end of the switch and the Bolen cars on the west end, in front of ours. In this way they would get the advantage of the earlier switch, and if they had a good many cars maybe we would not get a switch at all until after dinner.

Q. Did you ever pay any attention as to how they came in in the train; would not your cars sometimes be on the west end and theirs on the east end, just as they happened to be in the train?

A. No, never such good luck as that ever happened.

Q. But you never saw them changing the cars around, switching the cars so that your cars would have to be in the back and the Bolen cars in front of you on the switch, did you?

A. No, sir; I never saw that done.

Complainant rests.

The defendant, to sustain the issues on its part, introduced evidence as follows:

I. A. Maclaskey, of lawful age, being produced, sworn and examined as a witness on part of the defendant, testified as follows:

#### DIRECT EXAMINATION.

Q. By Mr. Phelps: Where do you reside.

A. I reside at 3305 E. Nineteenth st., Kansas City.

Q. What is your business.

A. Railroad business.

Q. Well, tell what position you occupy with the railroad.

A. I am local agent for the Missouri Pacific at First and Grand avenue.

Q. What are your duties as such local agent?

A. To look out for the general routine work and see that everything is handled in the quickest and best manner possible and without discrimination to any of our patrons.

Q. Are you acquainted with J. C. McGrew, the J. C. McGrew company? Is it a corporation or company or firm—whatever the style of it is, are you acquainted with it?

A. I understand that the firm name is J. C. McGrew & Company.

Q. Does that company have freight shipped into Kansas City in car load lots over the Missouri Pacific railroad?

A. Yes, sir.

Q. What is the style of the consignment?

A. Their coal is sent to J. C. McGrew, while their flour is sent to the J. C. McGrew Milling Company.

Q. How long have you been in the service of the Missouri Pacific Railway Company as its local agent at this place?

A. Something over four years.

Q. Can you tell how many car loads of coal were shipped into Kansas City to J. C. McGrew over the Missouri Pacific railway during the last twelve months?

A. No, sir; I could not say how many were shipped in during the last twelve months. During the period from October 1st to March 31st, including March 31st, I think there was about 150 cars of coal shipped in over the Missouri Pacific.

Q. Do you know how many have been shipped in since then?

A. No, sir; but they have not received but very few cars since that date.

Q. You say "very few;" what do you mean by that?

A. I should not think to exceed twenty cars of coal, to the best of my knowledge.

Q. You understand the rules of the car service association?

A. Yes, sir.

Q. Have you any record by which you can tell exactly the number of cars on which he paid demurrage up to the first day of September, 1899?

A. Yes, sir; we have the record in our office.

Q. Did you hear the testimony of Mr. McGrew in regard to that, or that of his agent, Mr. Bauerle, in regard to demurrage charges?

A. Yes, sir.

Q. What are the rules of the car service association in regard to demurrage on cars of coal?

Mr. Walsh: Are those rules printed?

Mr. Phelps: Yes, sir.

Mr. Walsh: Then I submit the printed rules would be the best evidence.

Mr. Flory: The point with the Commission is as to whether or not they charge demurrage on tracks where the wagons cannot get to them to unload them.

Mr. Hennessey: Did they charge demurrage on these cars after

they had made application to you to have the cars moved up on the hold track where they could be unloaded?

A. (By witness): No, sir. The car service that did accrue on the hold track accrued prior to their ordering the cars from the hold track up to the team track for unloading.

Mr. Hennessey: Who did they give the order to?

A. (By witness): To the yard clerk.

Mr. Flory: He is under your supervision?

A. Yes, sir.

Q. (By Mr. Phelps): Did you ever charge demurrage on the long track after the parties were ready to receive the cars and after they had ordered their cars to be set on the unloading track?

A. No, sir; we did not. We did not charge demurrage after they were ordered from the hold track.

Q. What is the purpose of this long track?

A. The purpose is designated by the name; it is the hold track. Coal coming into the city on which we have no previous orders or on which we receive no orders before the train is broken up is set out on this hold track and remains there until handled to the team track by order of the consignee.

Q. What is the method or modus of getting them out of there? For instance, a train of coal comes in on the track at night without any suggestions or orders it is placed on what they call the five-mile track?

A. Yes, sir.

Q. And the parties to whom it is consigned are notified of its arrival?

A. Yes, sir.

Q. And if they do not order it off of that track; if it is permitted to stand on that track longer than forty-eight hours without any order being received for its disposition, either to the team track, to be unloaded in wagons and hauled off or ordered to some particular place to be unloaded, then they are charged demurrage?

A. Yes, sir; then car service accrues at the rate of one dollar a day.

Q. But if they notify the company to bring it up to the team track to be unloaded and for some reason the company cannot do that, then there is no charge for car service?

A. No, sir.

Q. Did you ever charge Mr. McGrew car service demurrage under those circumstances on cars that he had ordered from the hold

track to the team track when the company could not place his cars as ordered?

A. No, sir.

Q. How much time do they have for unloading after the cars are placed on the team track?

A. 72 hours from the first 7 a. m. after the car is placed on the team track.

Q. Did you ever charge Mr. McGrew any demurrage on the unloading track until after the time had expired under which it was to be unloaded according to the rules of the car service association?

A. No, sir.

Q. Where has the coal of Mr. McGrew been unloaded; most of it?

A. The majority of it was unloaded on what we call the Sherman house track.

Q. Where is that?

A. Between Grand avenue and Holmes street. It extends a little east of Holmes street on the north side of the main line.

Q. Is that track accessible to teams?

A. Yes, sir.

Q. What other coal companies, if any, have coal located on this track for unloading purposes?

A. Various companies.

Q. Just give the names of some of them.

A. There is the Lanning & Harris Coal Company, E. Cooper, and at times the Bolen Coal Company, E. E. Demming, the Kansas & Texas Coal Company, the Central Coal & Coke Company, and I could name quite a number of others, but those are some of them.

Q. When coal is brought in on the tracks of the company and cars are placed on this track, the Sherman house track, are they placed there from the east or the west?

A. They are placed in from the east end.

Q. Are the Bolen Coal Company's cars placed in from the east end?

A. I cannot say that they are always placed in from the east end, but generally speaking they are.

Q. How about the Lanning & Harris cars?

A. They are placed in from the east.

Q. That is the rule to place them in there from the east?

A. Yes, sir.

Q. When a train load of coal comes in and there are cars for the different companies consigned to different companies and they

are all put in on this Sherman house track, are they placed in there in the order in which the train is made up?

A. Yes, sir; they are put in there just as they are pulled from the main track.

Q. Who has supervision of this business, you?

A. Yes, sir.

Q. If there was any other rule practiced there or any re-arrangement of the cars, would you know it or not?

A. Yes, sir; I would know it.

Q. And you state that has not been done?

A. Yes, sir, I do; most positively.

Q. How about the company being short of yard room here in Kansas City for the purpose of handling its traffic here; its car room?

A. Generally speaking we have ample facilities for taking care of the business.

Q. How much storage room have you for cars on the tracks of the company?

A. We have facilities for handling about eighty cars on team tracks.

Q. Do the other people, who are handling coal, the firms you have mentioned, unload their cars from the tracks on the north side?

A. Yes, sir.

Q. From the same track as Mr. McGrew?

A. Yes, sir.

Q. And under identically the same conditions?

A. Yes, sir.

Q. You heard the testimony of the witnesses that they had complained to you about not receiving their coal and that they had complained as to the manner of handling the business; state to the Commission what you know about that.

A. For the information of the Commission I will state that Mr. McGrew on coming here and locating when he called at my office with his agent, Mr. Bauerle, he advised me that he had bought property here and that he had come here to stay, and he says, I want to inform you that I am going to do business on your line and that I expect square treatment. He says, I do not propose to have the Bolen Coal Company's cars run in ahead of mine, and says I expect to receive the same treatment that the others have. He says, I have come here to stay and I want you to understand it.

Q. He notified you as to that before he commenced business?

A. Yes, sir.

Mr. Flory: What time was this?

A. (By witness): About the first of October.

Mr. Flory: '98?

A. (By witness): Yes, sir, '98. I informed Mr. McGrew that his business would receive the same attention as others; that we showed no discrimination whatever against our patrons, and his business has always been handled in that manner.

Q. What complaints have been made to you by him or his general manager or local agent as to the manner in which his business was handled?

A. There was some few times that complaints were filed with me by him claiming that their coal was not placed where they could get at it, and I told them I would take the matter up and investigate it and see where the fault was, if any, and have the coal placed for him as soon as we possibly could.

Q. Was his coal placed as other people's was?

A. Identically the same.

Q. You had some complaints from others as well as from him?

Mr. Walsh: I object to that. There is no charge here of discrimination.

Q. (By Mr. Phelps): Lanning & Harris, compared with the two, who handles the most coal here?

A. On our tracks?

Q. Yes, sir; Lanning & Harris or Mr. McGrew?

A. I could not be certain about that.

Q. There were times, you stated, when there was a rush of business when it was not always practicable to immediately get the coal down where it could be unloaded?

A. Yes, sir.

Q. Was not the same complaint made by the other coal dealers in regard to placing their cars as was made by Mr. McGrew?

A. Yes, sir; we had the same complaint from others.

Q. I will ask you if there was any delay at any time, or for a short period of time during the last coal season growing out of the weighing of coal, and how that occurred; and how long that was kept up?

A. There was one time during the last season when coal was delayed on that account.

Q. State the circumstances and what brought it about.

A. It was during the first three weeks of February, and that was brought about in this manner. The information came to me that Mr. Bauerle, Mr. McGrew's agent here, had made the remark that Mr. McGrew had a room full of expense bills for coal shipped over the Missouri Pacific tracks, on which he claimed there was a



shortage in weight, and that when the time got ripe that he expected to enter suit for overcharges on them. On receiving that information I immediately, in order to place ourselves on the ground floor, began to weigh the coal when the cars were brought up from the coal hold track before placing them on the team track; we ran them over our scales and noted the weight of the loaded car, and then after it was unloaded the cars were weighed back light, and this was done in order to protect ourselves.

Q. In order to know what was on the car?

A. Yes, sir.

Q. How long did this take and what was the effect in getting the cars to the team track? Would it delay the cars?

A. Generally speaking I should say that that would delay the delivery of their coal on team track probably an hour or an hour and a half or two hours.

Q. How long did you keep that up, the weighing of the coal?

A. I think from February 1st, 1899, to the 23rd, if I remember correctly; about three weeks.

Q. And the effect was to delay the handling of Mr. McGrew's coal to the sidetrack?

A. Yes, sir; somewhat.

Q. You have stopped doing that?

A. Yes, sir.

Q. For what reason?

A. Mr. McGrew filed complaint on account of the delay and that ended it.

Q. You do not weigh any more coal?

A. No, sir.

Q. Was this delay occasioned solely by the fact that you weighed the coal?

A. Not at all times, sometimes delay was occasioned by rush of business; we could not get to them any sooner.

Q. After you stopped weighing the cars were his cars handled just as they had been prior to that time?

A. Yes, sir; they were handled just as they were before that, in the general routine of work.

Q. What time did you generally put the cars on the unloading track?

A. On an average about 11 o'clock in the forenoon; sometimes it would be later; whenever we had an unusual amount of work to do, but generally speaking, it was about that time.

Mr. Flory: Would that be daily if requested?

A. (By witness): Which?

Mr. Flory: Placing these cars on the team track about 11 o'clock in the forenoon?

A. (By witness): Yes, sir.

Mr. McCully: Did it ever occur that they were ordered to the team track and you were not able to comply with the order?

A. (By witness): We could not always set them there as soon as they were ordered, but they were always set in there sometime during the day, unless we were unable to do so on account of a wreck or some such trouble in the yard that could not be avoided; but they were set in there as soon after we got the order as it was possible for us to do so.

Q. (By Mr. Phelps): Would this same delay have occurred if there had been a side track in there to Mr. McGrew's warehouse?

A. A private track for Mr. McGrew's business, yes, sir.

Q. You could get them and would get them on your own tracks as soon as you could get them on a private track?

A. Yes, sir; and I believe I am safe in saying quicker than they would be placed on a private track had they had it in there.

Mr. J. C. McGrew: Why?

A. (By witness): Because in coming up from the east they would be compelled to shove the cars in from the east end of the switch where the coal for Mr. McGrew would be and it would have to be brought down on the west-bound track, cross over to the south or outgoing track and shoved to this place for unloading.

Q. For the purpose of unloading and furnishing it to the consumer, could it be done quicker or not by placing it on this unloading track that is already there than if it was put on the sidetrack as proposed to be put in by this proceeding?

A. Yes, sir.

Q. We have two main tracks there?

A. Yes, sir; the incoming track and the outgoing.

Q. From what point does the incoming track come?

A. It comes in from the east.

Q. Which track, the north or south?

A. They come in on the north track.

Q. And going east?

A. They go east on the south track.

Q. McGrew's mines are east of here?

A. Yes, sir.

Q. All the coal coming from his mines or from anywhere else that he gets coal from comes in on the north track?

A. Yes, sir.

Q. These unloading tracks are on the north side of our main line, are they not?

A. Yes, sir.

Q. And this proposed track branches out from the south track?

A. Yes, sir.

Q. Now, what would be the effect upon the operation of the road at that point, the handling of freight and the liability to accidents and the interruption of traffic by putting in this siding on the south side as proposed. How many trains on an average come in from the east and go east, freight and passenger, and all trains, on an average per day over that track?

A. On an average from sixty to seventy trains a day.

Mr. Flory: Does that include you switching crews?

A. (By Witness): No, sir; just the regular trains.

Q. (By Mr. Phelps): Just add the switching crews to that.

A. That would be very hard to discern; it would be hard to keep track of that.

Q. About how often do they go back and forward with switching crews, how many times an hour on an average?

A. Four or five times an hour. They would not average that every hour during the day, but during the middle part of the day it would be four or five times an hour.

Q. Now state what the effect would be upon the traffic there, the interruption of traffic and handling of freight and diverting it from the tracks where it is now handled on to this other track as proposed to be put in there.

A. There is no question but that it would greatly retard business. As I said before the coal for J. C. McGrew would then have to be taken west of the depot on the incoming track, and then crossed over to the outgoing track, and then backed down and be shoved in on his private track.

Mr. Flory: When you say it would greatly retard business, do mean that as a general application, or as simply applying to Mr. McGrew's cars?

A. It would retard business generally, and would also retard the prompt handling of Mr. McGrew's cars.

Q. By Mr. Phelps: What is the nature of the track west of this proposed switch, down west where they would have to go to come back in order to put the cars on this proposed switch, as to whether it is straight or curved, and whether it can be seen by an incoming train?

A. It is on a curve and could not be seen by the incoming trains.

Q. Would there be any danger to trains, passenger or freight, in this proposed track?

A. Yes, sir.

Q. What effect would it have on the operation of the road, and on the traffic if instead of taking the cars down west you would bring them in from the east?

A. The effect would be just the same.

Q. They would then meet trains going east and disturb the operation of trains and traffic if it was handled in that way?

A. Yes, sir.

Mr. McCully: Just point out on the plat how that business is handled there, and how it would have to be handled if the switch was put in.

Witness explains the position of tracks on plat.

Mr. Hennessey: How many cars will this proposed switch hold?

A. By Witness: The proposed switch, inside of his enclosure, will hold not to exceed three cars.

Mr. Hennessey: Then if he had more than three cars it would not clear an engine on the regular train coming along?

A. By Witness: Not inside of his enclosure; no, sir.

Mr. Flory: This main street way down to the cross over, is that beyond the curve?

A. Yes, sir.

Q. By Mr. Phelps: Could they see this point and see that point down here?

A. No, sir.

Q. If a train had been made up of cars of coal down on the switch track or hold track, how many car-loads can you haul up at one time for the unloading track?

A. Probably thirty or forty cars.

Q. And if Mr. McGrew can only store three or four cars on his track, and they are brought down with these other cars, you would have to separate them from the other cars and take them up and put them on his track, and while doing that you would have to leave these other cars standing out there on the track; now what effect would that have?

A. It would just naturally block traffic until the switches were made, and the crews able to get them out of the way.

Q. Is it practicable to handle the traffic in that way, in the rapid transaction of business here in Kansas City.

A. No, sir; I do not think it would be.

## CROSS-EXAMINATION.

Q. By Mr. Walsh: You say, Mr. Maclaskey, that there were 150 cars of coal shipped in here consigned to J. C. McGrew between October 1st, 1898, and March 31st, 1899?

A. Yes, sir.

Q. Of course there was other coal came from his mine, consigned to other parties during that time; that is a fact, is it not, that there was other coal came here from Mr. McGrew's mine?

A. I could not say as to that.

Q. All that you kept track of, or attempted to give an account of, were cars that were billed to J. C. McGrew & Company?

A. Yes, sir.

Q. Who passes on these charges for demurrage?

A. They are all subject to my decision.

Q. But who actually passed on it?

A. I am the proper party to do that.

Q. Are you the one that kept track of how long the cars remained on the track before being unloaded? Do you remember any particular car that you charged demurrage on for Mr. McGrew?

A. No, sir; I do not remember any particular car.

Q. Now then, what you were testifying to was what your custom was down there generally speaking; you say you can not remember any particular car.

A. Yes, sir; certainly.

Q. Were you the individual that counted the time on these cars and that said in the first instance when demurrage was to be charged?

A. My clerk did.

Q. Who is your clerk?

A. My yard clerk.

Q. Who was your yard clerk at that time?

A. Mr. Eubanks was yard clerk at that time.

Q. Where is this team track, this unloading track—where are the coal cars unloaded, east of Grand Avenue?

A. Yes, sir; the majority of them.

Q. Between Grand Avenue and Holmes Street?

A. Yes, sir.

Q. Did you ever notice that it was usually the custom for the Bolen Coal Company's cars to be on the west end of this track, while Mr. McGrew's cars were on the east end, where he could not get at them?

A. No, sir.

Q. Did you notice that in most instances it happened that way?

A. No, sir; the coal was handled in the general routine of business. Mr. McGrew's coal was handled in the same way that the others was handled, and I paid no attention to that.

Q. But as a matter of fact it did occur that way—just as Mr. Bauerle said, that he usually found his coal at the east end, and the Bolen Coal Company's coal on the west end, in front of Mr. McGrew's coal.

A. The coal was set out here.

Q. I am asking for the fact. Was that usually the case, did you notice that it usually occurred that way?

A. I did not, but—

Q. Do you mean to say that it did not usually occur that way?

A. Not generally; no, sir.

Q. Well, then, if it did not usually occur that way it does not require any explanation. You say that you have ample facilities for handling this business.

A. Yes, sir.

Q. You adopted a system of weighing Mr. McGrew's coal?

A. Yes, sir.

Q. And that that system of weighing had a tendency to delay placing the coal for unloading?

A. Yes, sir.

Q. How long would it delay it?

A. From one to two hours.

Q. And there was complaint made to you about that?

A. Yes, sir; there was one complaint made about that, but I remedied it immediately.

Q. Did you always remedy complaints immediately?

A. I did just as soon as I could possibly get around to it.

Q. What was the reason you could not get around to it?

A. There might be many reasons; there might be empties in there that would have to be taken out, and the switch engines would do that just as soon as they possibly could, and as soon as the track was in such condition that it could be done Mr. McGrew's coal would be put on the track for unloading.

Q. Do you remember Mr. McGrew calling upon you with Mr. Bauerle in regard to the way you were handling his business?

A. Yes, sir.

Q. And he made complaint to you that he was having great difficulty in getting his coal placed on this track where it could be unloaded?

A. He complained of a car being placed at the extreme east end of the hold track, out next to the trestle.

Q. Did he not complain that he was having trouble right along in getting his cars placed where they could be unloaded?

A. To the best of my knowledge I would say that he did not.

Q. Did not Mr. McGrew tell you that his agent complained that it was almost impossible to get his coal off of that hold track on to the team track so that it could be unloaded?

A. I have no recollection just exactly what the conversation was that passed; I know he made complaint.

Q. Did he not ask you why it was that the Bolen Coal Company's cars were always in front of his cars?

A. To the best of my recollection he did not.

Q. Mr. Bauerle, his agent, was with him?

A. Yes, sir.

Q. Mr. Bauerle, Mr. McGrew and yourself were there together?

A. Yes, sir.

Q. And Mr. McGrew made complaint to you as to the way his business was handled?

A. Yes, sir.

Q. And did you not tell him at that time that you did not have sufficient track room in which to handle the business, that you could not handle the business any faster with the track room you had?

A. I might possibly have told him that.

Q. Did you not tell him that?

A. I might possibly have told him that the tracks were full and the empties not having yet been pulled out, it would be impossible for me to pull his cars down; that the tracks were full. I might have told him that.

Q. You stated it was on account of lack of room, did you not, whether caused by empties or loads, that it was on account of lack of room that his business was not handled more promptly?

A. I probably explained it in that manner.

Q. You were talking about this cross over a while ago?

A. Yes, sir.

Q. There is another cross over east here of Grand Avenue?

A. No, sir. There is a cross over here down to the Kansas & Missouri Gas Company.

Q. Is there not a cross over down east here?

A. Yes, sir.

Q. About 1,500 feet east of Grand Avenue?

A. I can not say as to the exact distance.

Q. Would you say it was any more than 1,500 feet east?

A. I should judge probably that it was not more than that.

Q. There is a cross over 1,500 feet east of Grand Avenue?

A. There is a cross over east of Grand Avenue, but I can not say just how far.

Q. Would you say to the Commissioners that it is not feasible to have a sidetrack cutting off from the main track at all on account of the traffic and the number of trains at this place?

A. No, sir; it is not practicable.

Q. Your idea is that it is not practicable?

A. No, sir; it is not.

Q. Whether from the east or from the west, it would meet these objections of the amount of traffic?

A. Yes, sir.

Q. You have given the reasons for it, on account of the amount of traffic and the number of trains and you think it is not practicable to have this switch cutting off from the main track?

A. Yes, sir; that in addition to the regular routine yard work.

Q. All this, according to your idea, makes it impracticable at that point?

A. Yes, sir.

Q. You do have switches running off from your main track? It is only a double track at Independence?

A. That is all.

Q. And you do have switches cutting the main line there out to the Wagner & Gates Milling Company?

A. I can not say as to that.

Q. Don't you have a reversible switch cutting off there to that milling company?

A. I can not say.

Q. You are local agent for the Missouri Pacific down there at Grand Avenue?

A. Yes, sir; I am.

Q. What were you doing before you were local agent?

A. I was located at Leavenworth.

Q. What were you doing there?

A. I was cashier.

Q. You never were an engineer, civil engineer?

A. No, sir.

Q. You never were engaged in constructing railroad tracks?

A. No, sir.

Q. It is just your opinion that this is not feasible, not from



the standpoint of an engineer, but from your own standpoint as a railroad man?

A. Yes, sir; from my own standpoint.

Q. And as cashier and local agent, your experience as a railroad man, and not as an engineer engaged in constructing railroads?

A. I have been around enough to know a few things.

Q. That is simply your opinion about it?

A. You heard what I said.

Q. What did you say?

A. I said I was not an engineer, but I had been around enough to know a few things.

Q. Is this one of the things you claim to know?

A. Yes, sir; it is.

#### RE-DIRECT EXAMINATION.

Q. By Judge Robinson: Your knowledge is based on your daily observations?

A. Yes, sir.

Q. Of the way the business has to be handled here?

A. Yes, sir.

C. E. CARSON, of lawful age, being produced, sworn and examined as a witness on part of the defendant, testified as follows:

#### DIRECT EXAMINATION.

Q. By Mr. Phelps: What is your given name?

A. C. E. Carson.

Q. Where do you reside?

A. Kansas City, Missouri.

Q. What is your business?

A. I am superintendent of terminals.

Q. You mean railroad terminals?

A. Yes, sir; for the Missouri Pacific Railroad.

Q. How long have you been in the service of this company in this capacity?

A. Since April, 1897.

Q. How much experience have you had; railroad experience?

A. About 18 years—17 years.

Q. Are you acquainted with the tracks at the crossing of Grand Avenue, where Grand Avenue in Kansas City crosses the Missouri Pacific Railroad Company's tracks?

A. Yes, sir.

Q. And from that on, east and west?

A. Yes, sir.

Q. Do you know how freight and passengers are handled in and out of Kansas City at this depot?

A. Yes, sir.

Q. How many main tracks have they in Kansas City at Grand Avenue?

A. Two.

Q. Double track from what point?

A. From Kansas City to Independence.

Q. What is the distance between Kansas City and Independence?

A. About ten or eleven miles; eleven miles, I guess.

Q. West bound trains take which track?

A. The north track?

Q. And east bound trains?

A. The south track.

Q. What is the method of handling coal by the railroad company at this point?

A. The coal usually comes in trains during the night and the early morning trains, and the coal for the vicinity of Grand Avenue is switched out of the trains on what has been termed here to-day the five-mile track, what we call the rolling mill track, about three miles east of Grand Avenue.

Q. What is the rule in regard to holding the cars on this track?

A. They are switched out there during the night and the early morning, and then a switch engine is sent down there during the morning, and they take out such cars as are marked up and ordered to the team tracks; and they also take up such cars as are ordered to the different industries and distribute them.

Q. And in bringing these cars west which track is used?

A. The west-bound or north track.

Q. And the cars that are to be unloaded in the vicinity of Grand Avenue, where are they placed for unloading?

A. They are placed on the team tracks just east of Grand Avenue, and some are taken down to the west side of Grand Avenue Station and placed on the tracks north of the station.

Mr. Flory: In your judgment, Mr. Carson, what proportion of these coal cars is placed on the tracks west of Grand Avenue?

A. I presume about a quarter, about twenty-five per cent. say. I am not fully posted as to that.

Q. Are the cars set in to those tracks from the east or from the west?

A. My observation has been that they have usually set them in from the east end, and shove down as the empties are taken out.

Q. A train that has been made up on the rolling mill track, the whole train is hauled right in there on those tracks?

A. Yes, sir.

Q. And the parties to whom the coal belongs go there and unload at their pleasure?

A. Yes, sir.

Q. They have how long to unload after placing on the team track?

A. 72 hours.

Q. After that, demurrage is charged if the cars are not unloaded?

A. Yes, sir.

Q. The cars that are placed there for unloading, and are not unloaded the day on which they are placed there, are not all unloaded, part of them are and part are not, leaving some loaded and some empties, what is the practice as to taking up the empty cars and leaving the loaded cars, and as to putting in more loaded cars?

A. My observation has been that they shove in from the east end the loaded cars for unloading, and when they are unloaded they take out the empties from the west end, shoving the loaded cars down.

Q. Do they always take them in from the east end?

A. No, not necessarily; it is just as it would be most convenient.

Q. Do you know where it is proposed to have this siding put in for Mr. McGrew?

A. Yes, sir.

Q. Have you been down there to look over the ground?

A. Yes, sir.

Q. Now, I will ask you as a railroad man, what effect would it have upon the traffic of the Missouri Pacific railroad, freight and passenger, in their method of handling freight not only for Mr. McGrew, but for all our patrons, what effect would it have for them to undertake to place all of his coal upon this siding, bringing up all this coal in the train together, and setting his coal on his side track, and leaving the coal of the other patrons on the north side, what effect would it have upon the traffic of the road?

A. In the first place it would necessitate switching out all of the cars marked for J. C. McGrew, whether they are together in the train or not together, from the string of cars brought down from the hold track. They would be brought down there in one train and his cars switched out on this other track. All this causes extra switching, whereas if they were put on the team tracks where the

other cars are put, they would be allowed to go right in with the balance of the cars and there would be no extra switching to be done in order to set his cars in on his own track. Another objection would be, if they came from the east, they would be brought down on the west-bound track and they would be coming against the traffic of the east-bound trains, something like 1,900 feet against the traffic, and when they got down there the switching would have to be done; the switching crews, of course, know the time of all regular trains leaving Kansas City over these tracks, but they can not be informed of irregular trains, and there are a great many of them leaving this city east bound. The result would be they would have to get out of the way of this traffic, and these trains are often sent out in sections, a second, third or fourth section of one train, and when one of them would show up they would have to get out of the way of it as quick as they could. It would of necessity cause much delay, besides being dangerous. Then they would go down to McGrew's switch, and say, have four cars for him and four empties on his track. They would have to go in and get the empties and bring them out: then pick up the loaded cars and set them in on his track; all this would compel them to run down eight or nine car lengths on that curve, and if a train was coming out of Kansas City they would have to stop right there until these cars could be gotten out of the way. They would have to stop in a sag, as they are called, especially some of the L. & S. trains, which are long, and it would be a hard matter for them to pull out of there, and running these sections close together, following each other in ten, twenty or thirty minutes; the traffic would be sure to be congested, and I have objected to the track on that ground. But another serious objection would be that the switch at this point at the west end would have to be laid in the street, which is planked all the way along there, and we could not plank over the switch, and teams going up and down there with heavy loads would stall, and they would get their wheels fastened in the tracks, and that would also delay traffic. There would be the same objection if the switch was put in from the other cross over; they would be going against traffic there, too.

Q. You handle how many cars in a train—coal cars—from the rolling mill track, to be placed on the unloading track?

A. Twenty to twenty-five; different numbers.

Q. And if Mr. McGrew had three or four cars, approximately, to be distributed; what would be necessary in order to separate them from the balance, and how much time would it take to put them on this track?

A. If he had as many as four cars, to switch them out of the string at the end of the Sherman House track, and place them on his track, would require about half an hour if they went right at it and did not do anything else.

Q. And where would the balance of the train be standing while they were doing this switching?

A. They would have to leave those cars stand on the main line until they could get the other cars put in position on the McGrew switch. I say if they had nothing else to do, if they could get right at it and get it done in the quickest possible time, it would take them about half an hour to thirty-five minutes or forty five minutes, provided they could keep them ahead of them all the time. In order to get those cars in there when they go through the cross over they would have to make a flying switch, either run the engine up from the cross over, which is undesirable and dangerous, or pull the cars up here and then go back again and then shove them in here, and then go back and get the empties.

Q. What effect would it have upon expeditiously handling the business of other companies in the city by having to be delayed in order to make these extra switches?

A. It would delay it all the way from half to thrée-quarters of an hour.

Q. It was stated here by the attorney for Mr. McGrew, in his opening statement, that all other people had been given sidings for the purpose of unloading coal, except Mr. McGrew. I will ask you if any other coal dealers have made application to you for such sidings?

A. Yes, sir; I had a proposition from the firm of Lanning & Harris.

Q. What was it?

A. They wanted a track just like that, only coming in along about there, and across up on this ground here. (Referring to map.)

Q. Was that track put in for them?

A. No, sir; I refused to entertain the proposition on account of the objections I have stated here.

Q. I will ask you if the objection you have stated to this proposed switch is based upon any personal feeling or any prejudice toward Mr. McGrew, or anybody else?

Mr. Graves: That has nothing to do with the case. I object to that.

Mr. Flory: I think the witness may answer the question, it is not material.

Q. I asked you is the refusal to put into this sidetrack for Mr. McGrew based upon any personal feeling or prejudice against Mr.

McGrew, or because of any unfriendly relations existing between the company and Mr. McGrew?

A. None whatever; I never met Mr. McGrew until we went down there to look at the track,

Q. Were there other parties besides Lanning & Harris who wanted siding put in?

A. Yes, sir; I have had other requests. Only recently the wholesale groceryman, Mr. Larson, who handles from three to five cars of flour, feed and merchandise a week, wanted a siding put in for him, but after investigating the matter we came to the conclusion there was not sufficient business to warrant us in going to the expense of laying a track to that point.

Q. Where are they located?

A. They are on the corner of Ohio and James Street.

Q. In west Kansas City?

A. Yes, sir; the West Bottoms.

Q. Do you know anything about the practical handling of coal in Kansas City by the different coal men?

A. I do not quite understand what you mean by that.

Q. Do you know anything about the manner of handling coal by the different coal companies here, whether it is unloaded in coal bins, or distributed from the cars?

A. There is very little bituminous coal unloaded in coal bins. Hard coal is usually all unloaded in the coal bins, at least the greater per cent. of it is. The bituminous coal, however, is usually unloaded from the coal cars.

#### CROSS-EXAMINATION.

Q. By Mr. Walsh: You are superintendent of terminals here in Kansas City for the Missouri Pacific Railroad?

A. Yes, sir.

Q. Who is next in authority; in whose department are you?

A. The general superintendent at St. Louis.

Q. Who is that?

A. Mr. H. G. Clark.

Q. And who is in authority over him, his ranking officer?

A. The general manager.

Q. Who is that?

A. W. B. Doddridge.

Q. Who is your division engineer, in charge of this division?

A. Assistant engineer is the title; his name is H. Rohwer.

Q. What is his business?

A. He is assistant engineer.

Q. What is your business, your duties?

A. They are manifold.

Q. Just tell what they are.

A. The handling of traffic for the Missouri Pacific at Kansas City, freight and passenger, to put it in a general way.

Q. What do you do? just explain in a general way.

A. I handle the correspondence that would naturally come up in the business—

Q. Where is your office?

A. Corner of Union Avenue and Hickory.

Q. Tell the Commission what you do.

A. That would be a long story; we have accidents in the yard which I investigate and make report of.

Q. Do you investigate them personally?

A. I call the men into my office and investigate it, take their statements. Then I also have charge of the employment of men, the yard men.

Q. What department?

A. In the yard department; it is a part of my duty to look into their applications and records; then I attend to the handling of leases of property.

Q. That is when the company leases property?

A. Yes, sir; then I make my recommendations in regard to building tracks; I look them up and make my recommendations in regard to them.

Q. Are you an engineer?

A. No, sir.

Q. Who attends to that part of it?

A. Mr. Rowher.

Q. Is he located in Kansas City?

A. No, sir; he is located at Sedalia.

Q. Where is this office of yours?

A. Corner Union Avenue and Hickory.

Q. Where is this with reference to this place?

A. It is three blocks from the Union depot.

Q. It is considerable distance from this proposed siding, and in another portion of the city?

A. Yes, sir.

Q. How often did you go to this place last winter?

A. Every two or three days; stopped off there for a few minutes at a time.

Q. Did your duties call you there every two or three days?

A. Yes, sir.

A. Did you ever investigate Mr. McGrew's complaints?

A. Yes, sir; I had one complaint from Mr. McGrew personally, one letter, which I looked into, in which he said that his cars were being delayed, and he intended to put it into the hands of a lawyer, if it was not stopped.

Q. When was that?

A. It was during the winter sometime.

Q. Have you that letter with you?

A. I believe I have; it is dated December 23, 1898.

Q. Is that bunch of letters you have there the correspondence relative to the McGrew matter here?

A. No, sir.

Q. What is that?

A. It is the complaint I had.

Q. What are the other letters. Is this the correspondence between you and the general offices in relation to this matter?

Judge Robinson: I object to that.

Mr. Walsh: Let me finish asking my question and then you can state your objection and let the Commission pass on it. I will ask you now if that correspondence that you just put back in your pocket, and that that the judge has, those bunches of papers, if that is the correspondence that passed between you and the general offices of the company with reference to the switch track of Mr. McGrew?

Judge Robinson: My objection is that if it was it is a privileged communication.

Mr. Flory: The witness may answer the question.

A. Please ask the question again.

Q. I asked you, do the packages of papers you had in your hands, the one in your pocket, and the one that Judge Robinson has, do they contain the correspondence that passed between you and the general offices of your company relative to this matter of Mr. McGrew's switch?

A. It contains my part of the correspondence. I have only the part here, carbon copies, of the part that is in my office.

Mr. Walsh: I ask, then, that he produce them for our inspection, in order that we may examine them and see whether or not we care to introduce them in evidence.

Judge Robinson: If the Commission please, I suggest that we have not yet had a chance to examine this correspondence. This matter has only just come up, and I think it would be better for Mr. Walsh to continue his cross-examination of the witness, and then later on, if he still wishes to see these letters, we can again take up the question.



Mr. Flory: I think myself it would be better to continue the examination, and investigate this matter later on.

G. By Mr. Walsh: Did you have any correspondence with your superior officers in St. Louis with reference to the feasibility or advisability of putting in this sidetrack for Mr. McGrew at that place?

A. Yes, sir.

Q. Did you keep copies of those letters?

A. I kept copies of those I wrote.

Q. Did you get replies to those letters you wrote from the general officers of the company?

A. Mine were replies to their inquiries. I was making reports and they were asking questions.

Q. You kept copies of those you wrote?

A. Yes, sir.

Q. And those papers that you have with you are the letters that you received from the general offices of the company?

A. No, sir; they are carbon copies of the letters I wrote.

Q. They are all copies. You have none of the letters that were written to you?

A. No, sir; these are my letters; I may have one original; I will look and see. (Witness examines papers.) In answer to your question I will say that I have nothing here but carbon copies of the letters I have written except one from Mr. Hopkins instructing Mr. Rowher to come up here and make the survey.

Q. Are there any there from Mr. Doddridge?

A. No, sir.

Q. Any from Mr. Clark?

A. No, sir.

Q. You say they are all copies of letters you wrote?

A. Yes, sir.

Q. And no original from officers of your company?

A. No, sir; except the one from Mr. Hopkins; then here is some memoranda from our agent at Grand Avenue.

Q. Did you have any correspondence with Mr. Doddridge or with Mr. Clark with reference to this sidetrack at all?

A. My correspondence came through Mr. Clark, the general superintendent.

Q. Where are those letters?

A. I do not know.

Q. Any of them there?

A. No, sir.

A. Any from Mr. Clark there?

A. No, sir; nothing but my letters, and the one from Mr. Hopkins.

Q. Who is Mr. Rowher under?

A. He is under Mr. Hopkins.

Q. Who is Mr. Hopkins under?

A. He is under Mr. Clark.

Q. You say you have been in the business 17 years?

A. Yes, sir.

Q. What has your business been during those 17 years?

A. I was in the yard service of the Memphis route part of the time.

Q. What were you doing?

A. Switchman first; then yard foreman; then yard master.

Q. Were you ever an engineer?

A. Locomotive engineer?

Q. No, sir; civil engineer.

A. No, sir.

Q. Did you ever have anything to do with the construction of any road?

A. No, sir; except with sidetracks.

Q. And you think it is impracticable to put a sidetrack in that particular place from a railroad standpoint?

A. Yes, sir.

Q. Why?

A. It is an undesirable place to have a sidetrack.

Q. Undesirable from the standpoint of a railroad company?

A. Yes, sir; very undesirable and very objectionable.

Q. It could be put in there and the business of the road still carried on, could it not?

A. Yes, sir; it could be done.

Q. You spoke of this cross over up here; there is another cross over down here east of this?

A. Yes, sir.

Q. About 1,500 feet east of it?

A. Yes, sir; about that.

Q. Let me see what the undesirability of this thing would be. Do you mean it would be undesirable because it would delay traffic on the main line?

A. Yes, sir.

Q. Delay passenger engines or passenger trains?

A. If they were a little late it would.

Q. And delay freight trains?

A. Yes, sir.

Q. And for that reason, and not because of the fact that it is a cut off from the main line, it is undesirable; not because it is not feasible from an engineering point of view.

A. Those are the reasons I stated at the outset; that it was dangerous because of the curve, and that it would delay traffic on the main line, and be dangerous to freight and passenger business, too.

Q. Mr. McGrew took you down there to examine the place?

A. Yes, sir.

Q. You did not state those objection to him at that time, did you?

A. I did, and positively.

Q. The same objections you have given here?

A. Yes, sir; and I spoke of the telegraph poles that were in there, and the feature of putting in a track where there is a plank road.

Q. Did you state those objections to him?

A. I do not remember whether I stated them to him or not.

Q. Briefly stated then, your objections are that the teams would have a bad place to cross on this street, and it would take some time to switch the cars in and out on Mr. McGrew's track and it would delay traffic?

A. Yes, sir; we do not want wagons broken down in front of our traffic; it would certainly be liable to cause delay, and would be exceedingly dangerous to operate.

Q. There are other tracks in there down below this?

A. They are below where the teaming is done.

Mr. McCully: Down at the east end?

A. By Witness: Yes, sir.

Q. By Mr. Walsh: Both east and west of this there are a number of tracks?

A. Not along here. ( Refers to map, and explains location of tracks from it.)

Q. That would be true, according to your ideas, either from the east or the west?

A. So far as that is concerned; yes, sir.

Q. You say that Lanning & Harris wanted a track down there? When was that?

A. It was a year or so ago; I do not recollect just when.

Q. They went to you about it?

A. They went to the agent at Grand Avenue and he referred the matter to me.

Q. And you refused to allow it to be put in?

A. Yes, sir.

Q. And they did not appeal to the Railroad Commission, calling attention to this statute?

A. No, sir.

L. D. HOPKINS, of lawful age, being produced, sworn and examined as a witness on part of the defendant, testified as follows:

DIRECT EXAMINATION.

Q. By Mr. Phelps: Where do you reside?

A. Sedalia.

Q. Are you in the service of the Missouri Pacific Railway, and if so, in what capacity?

A. I am; in the capacity of superintendent.

Q. How long have you been in the service of that company?

A. 25 years.

Q. How long have you been superintendent?

A. 12 years; about 12 years.

Q. I will ask you from the time you entered the service of that company, what has been the character of your employment, whether it has been in the practical operation of the road and train service, or in some other department?

A. Yes, sir; it has been in the practical operation of trains, and business connected therewith.

Q. Does your department, and your jurisdiction as superintendent cover Kansas City?

A. Yes, sir; so far as tracks go.

Q. That is in your territory?

A. Yes, sir.

Q. Are you acquainted with Grand Avenue depot in this city?

A. Yes, sir.

Q. And the tracks of the Missouri Pacific in and about Grand Avenue, west of the Union depot and down east to Sedalia?

A. Yes, sir.

Q. Are you acquainted with the method of handling cars, freight and passenger, between Independence and Kansas City?

A. Yes, sir.

Q. Is it a part of your duty to understand that, and to have knowledge and give directions in regard to it?

A. Yes, sir.

Q. Do you know where this proposed track of Mr. McGrew's is, and where it is desired to have it make connection with our track?

A. Yes, sir.

Q. State to the Commission the objections, if there are any, from the point of practical operation of a railroad, and the effect it will have upon traffic, and upon the public, independent of the inconvenience to the railroad company, there would be to having the track put in as proposed by Mr. McGrew.

A. There is very great objection to it because of the way it would interfere with the operation of the yard and the road in this vicinity; then it would be dangerous and impracticable, and would be a great obstruction to traffic.

Q. With a siding at that place would it impair public service?

A. Yes, sir.

Q. Would it be dangerous to the operation of passenger trains, and dangerous to the lives and safety of passengers in trains passing in and out on those tracks?

A. Yes, sir; I should think so, very.

Q. Why?

A. In order to handle this coal as is contemplated here it would be put on the hold track, and then it would have to be brought from two or three miles east here on the west bound track, and crossed over here, and face this traffic; or it would be necessary to bring it to the west cross over and head over on the east-bound track and face that traffic, and then brought back here and switched on to this track, any and all of which would not only be a great deal of trouble and cause serious delay, but would be absolutely dangerous.

Q. What effect, if any, would the taking of cars designated for this siding out of a train of cars, the most of which would be placed on these unloading tracks, what effect would that have in the way of delaying their putting the cars on this track of Mr. McGrew's and of putting the other cars on the other unloading tracks?

A. It would delay all the movements; it would necessarily delay all traffic.

Q. And in order to separate the cars designated for this track of Mr. McGrew's, from the cars designated for the other unloading track which are in the same train, it would either delay the cars for the other patrons, or else these would have to be left standing there on the main track while the cars for other patrons were put on the unloading track, and then go back and take up Mr. McGrew's cars and set them on his track. Now, what would be the effect of handling the business in that way?

A. I do not know of any way it could be handled without delaying the traffic of the road, and to a very considerable extent.

Q. Can the company render better service to all patrons, and all persons for the purpose of handling coal by placing them alto-

gether in the order in which it has been received in trains, and in the manner in which it has been done in the past, than it could with this private track?

A. I think the service would be very much better for all concerned to place them altogether on the team tracks.

Q. Do passenger trains coming from the east, passenger and freight trains come in on the north track?

A. Yes, sir.

Q. And from the west on the south track?

A. Yes, sir.

Q. Is the rule and purpose of the company to as far as practicable keep the east-bound track clear at the time trains are going east so as to prevent accidents and delay, and vice versa in regard to the other track?

A. Yes, sir.

Q. What time are those trains made up, when it is practicable?

A. I do not know from personal knowledge about that; I understand, however, that the switching is done early in the morning, as soon after seven o'clock as possible.

Q. Do you know the number of trains a day in and out of Kansas City?

A. I think it would average about forty each way; sometimes more and sometimes less; but about that.

Q. That is trains independent of switching crews?

A. Yes, sir.

Q. Do you know about how many movements are made on these tracks from morning to night?

A. No, sir; I have no means of knowing that. I have no control of the switching engines; Mr. Carson has charge of that.

Q. How much time would it take, assuming that that side track will hold three cars, and a train is made up on the rolling mill track, and in that train there are six cars designated for this siding, and the balance of the train for the other unloading tracks; this proposed track will hold three cars, and there are three empties on that track, and six loaded cars billed to it; how much longer will it take to bring down these cars and separate them from the other cars in the train that are designed for the other tracks, and this new track will only hold half of the cars designated for it; how long would it take to take out these empty cars and clear that track for the cars that are consigned to it, taking into consideration the number of trains that are passing there all the time, east and west; and I will ask you if you could handle the business as promptly under those circumstances as you do now?

A. No, sir; we could not; but if there were six cars consigned to Mr. McGrew's track, and it would only hold three, then we would only bring three down at a time; we would not bring the whole number down, because the track would not hold them, and if brought down they would have to be put over on our tracks there where we set cars for unloading.

Q. If you did not bring them all down together then it would necessitate another trip to set them in on his track?

A. Yes, sir.

Q. Then you would have to set in these three cars and let them be unloaded; then go back and get the other three cars, come up here and pull out the empties; put in the loaded cars; whereas, if he had six cars consigned to him and they were handled as they now are, you could set them all on the unloading tracks at once, and there would be no extra switching required in order to place them?

A. Yes, sir; it would require from thirty to forty-five or fifty minutes to make these movements.

Q. Now, then, if you bring down these three cars to this cross over track, they would have to be left somewhere while you are pulling out the empties?

A. Yes, sir.

Q. Where would they be left?

A. On the main track until the empties could be pulled out and put up here far enough to be out of the way.

Q. Is that a straight track, or is it on a curve?

A. It is a curve.

Q. That being true, would leaving those cars there necessitate any action on the part of the switching crew to prevent any train from the west going east running into them?

A. Yes, sir; the train would have to be protected by a flagman; then it would be stopped on the grade down in here, in what railroad people call a sag, and of course it would be a very hard matter to stop a heavy train right there, and might cause it to break in two, and if another train was following close behind, as is often the case, there would likely be a collision.

Q. Then independent of public inconvenience, there is this other objection purely from the interest of the railroad company in the safe operation and management of its trains?

A. Yes, sir.

Q. And on account of the location of the ground, and the grade and the curve west of here this sidetrack would be objectionable at this place.

A. Yes, sir; I say it is a very bad place for a sidetrack even if there was no other objection.

## CROSS-EXAMINATION.

Q. By Mr. Walsh: Mr. Hopkins, you have different sidetracks and switch tracks in this city going to private parties or industries, or companies, have you not?

A. Yes, sir.

Q. And you have switching engines and switching crews to do this work?

A. Yes, sir.

Q. And all of the coal that comes to Kansas City is not unloaded at this place, by any means?

A. No.

Q. Some of it goes down in the bottoms, and to different industries?

A. A large proportion of it is unloaded in that vicinity.

Q. But some of it goes down in the west bottoms, and to the different industries?

A. Yes, sir.

Q. And it has to be switched across the main track in different places?

A. The same objections would not hold to that in all places.

Q. In going to these other places they cross the main track?

A. Yes, sir.

Q. This is done by the switch engines?

A. There are two or three cross overs between that and the Kaw river.

Q. That work is all done by the switch engines and the switching crews?

A. Yes, sir.

Q. There are a number of coal men in the west bottoms that have coal delivered there?

A. I do not know as to that.

Q. Were you ever down there?

A. Yes, sir.

Q. You testified that you were superintendent of tracks between Sedalia and Kansas City?

A. Yes, sir.

Q. Does your territory include the Kansas City yards?

A. It includes the Kansas City yards, yes, sir; but I do not know anything about the coal business in Kansas City, Kansas.



Q. What industries do you refer to that you do know about, where the sidetracks cross the main line?

A. There are a great many in the State line yards

Q. Could you enumerate any?

A. There is the Armour Packing Company, the stock yards, and these different grain and implement houses.

Q. Do the stock yards use coal?

A. No, sir.

Q. Are there not a number of coal dealers that have sidetracks down there in the west bottoms?

A. I do not know as to that.

Q. You have not been down there?

A. Yes, sir.

Q. But you have not noticed as to this?

A. I do not know of one.

Q. You say it would delay traffic on the main line if this track was put in, and if a flagman was not sent out promptly it might result in a collision?

A. Yes, sir.

Q. Do you think that would be true on any sidetrack opening out from the main track in this vicinity?

A. This is especially a bad point for a sidetrack, on account of the grades and curvatures, and the heavy traffic passing east and west, both freight and passenger.

Q. Any place between here and Holmes street, or up here to Spring street, would be the same way?

A. No, sir.

Q. Is there not just as many passenger trains and freight?

A. It would not be so bad there; but here it is very bad on account of the teaming that is done, and on account of the grade and the curve.

Q. What is the grade there?

A. About one per cent.

Q. That is not a very heavy grade, is it?

A. Pretty heavy.

Q. One foot in 100, a pretty heavy grade?

A. Yes, sir.

Q. Ordinarily speaking, or because Mr. McGrew wants a sidetrack in there?

A. Ordinarily speaking.

Q. Would not that be true, just the same, on the other side of Grand avenue?

A. No, sir.

Q. Would it be true further back here?

A. It would be true until you get to the bottom of the grade, about at the Hannibal bridge.

Q. You think a train stopping there on the grade, in what you call a sag, there would be a tendency to break in two?

A. Yes, sir; it would be liable to break in two.

Q. These conditions that you say exist, just exist between this alley here and Grand avenue?

A. Yes, sir; that particular condition, just between the Kaw river and the Hannibal bridge.

Q. Just where Mr. McGrew's property is located?

A. Unfortunately for him, yes.

Q. It would not be possible to get a sidetrack in there at all?

A. O, yes.

Q. And not interfere with the operation of the road?

A. It would not.

Q. Is there any other place where it would be. Is that the only place where it would be impracticable and dangerous, from your standpoint?

A. There might be a good many; I just stated it would be dangerous any place between Grand avenue and the Hannibal bridge; I think the same conditions, practically, would exist any place along there.

Q. Do you say it would not be practicable, under any circumstance, to operate a switch into Mr. McGrew's property at that place, considering the location of the property?

A. From an operating standpoint, I say no.

Q. Would it be practicable from any other standpoint?

A. It would be dangerous, and we would certainly consider it impracticable.

Mr. Flory: Let me ask you this, Mr. Hopkins. One or two witnesses that have testified here today, stated that coal was shoved into this track in question, this team track, without reference to whose coal it was, just as it happened to come in in the trains. Now, I would like to know how the mines are situated on the Lexington branch, and how the coal is picked up; I mean especially the Bolen coal and the McGrew coal.

Mr. McCully: Is the McGrew mine east or west of the Bolen mines?

A. (By witness): The Bolen coal does not come from Lexington. It comes from the Rich Hill district, and comes in over the Lexington & Southern division, and does not come in the same train with the

McGrew coal, unless it is picked up at Independence. They come in entirely separate trains, unless, as I say, some of the Bolen coal is picked up at Independence.

Q. (By Mr. Walsh): Are you acquainted with Wagner-Gates track at Independence?

A. Yes, sir.

Q. That strikes in to the main line, does it not?

A. No, sir; it is a cut off from the Lexington & Southern track, and is considered a branch.

Q. It is the main line of the Lexington branch?

A. Yes, sir.

Q. That is what is called a reverse curve?

A. I do not think it is a reverse where the connection is made.

Q. Do you know whether it is or not?

A. I think not; I have it in my mind that it is not, but that is immaterial, it seems to me.

Q. I do not know whether it is so immaterial. Do you swear that it is not a reverse curve?

A. My recollection is that it is a simple curve.

#### RE-DIRECT EXAMINATION.

Q. By Judge Robinson: The curve that is in controversy here, close to the McGrew property, is so located that the houses and bluffs and so on, obstruct the view of the train crew?

A. Yes, sir.

Q. You can not stand at Grand avenue and see a train after it passes the point of the curve here?

A. You can not see it for any great distance there at all. I would like to say right here, speaking of the Lexington branch, that it does not in any way compare with this particular point. We have only about four trains a day there, while here we have about eighty during the day.

Q. By Mr. Phelps: What is there peculiar about the Wagner-Gates Milling Company's track?

A. I do not know that there is anything peculiar about it. There are two tracks there.

Q. Is there a different condition existing there as regards operation, traffic, etc.?

A. O, yes! The conditions are not at all parallel between the two places; we have only four or five trains, not to exceed six trains a day there; and here we have from seventy-five to eighty.

## RE-CROSS-EXAMINATION.

Q. By Mr. Walsh: Are you a civil engineer?

A. No, sir.

Q. Who is the engineer in charge of this division?

A. Mr. Rohwer.

Q. He is under you?

A. He is in my department; he does my engineering work.

## RE-RE-DIRECT EXAMINATION.

Q. By Mr. Phelps: You may state to the Commission in what different grades of railroad service you have been employed; you stated a while ago you were in the operating department.

A. I have been employed as brakeman, conductor, train master, division superintendent, and superintendent.

Q. And it covered a period of about 25 years?

A. A little longer than that; don't ask me just how long.

## RE-RE-CROSS EXAMINATION.

Q. Who is the next officer in authority over you?

A. Mr. H. G. Clark.

Q. And over him?

A. W. B. Doddridge.

Q. He is general manager of the Missouri Pacific Railway?

A. Yes, sir.

Q. Mr. Clark is general superintendent?

A. Yes, sir.

Judge Robinson: You asked Mr. Hopkins if there are sidetracks in the west bottoms for these different coal dealers. I will just state for your information that there is none there for that purpose.

Defendant rests.

Complainant's attorney here examined correspondence referred to in examination of Mr. C. E. Carson, superintendent of terminals, but made the statement after examining them that he did not care to introduce them in evidence.

Complainant here introduced in evidence letters received by him from Mr. W. B. Doddridge, general manager, and Mr. H. G. Clark, general superintendent, and was called to the stand for the purpose of identifying them; being questioned, as follows, by Mr. Walsh:

Q. Mr. McGrew, I will ask you to state to the Commission what these letters are that I hand you?

A. Well, sir, I got these letters through the regular course of mail, in reply to letters I had written; two of them are from Mr. W. B. Doddridge, general manager of the Missouri Pacific Railway, and two from Mr. H. G. Clark, general superintendent of the Missouri Pacific Railway Company.

Q. What is this that I hand you, Mr. McGrew?

A. This is a copy of the survey as made by the engineer of the Missouri Pacific Railway Company.

Mr. Walsh: We offer these in evidence in rebuttal of the statement that it is not practicable to put this switch in at Mr. McGrew's property.

Mr. Walsh reads letters of Messrs. Doddridge and Clark, copies of which are hereto attached, and marked Exhibits "A," "B," "C" and "D." Also, blue print, referred to, and certified copy of the city ordinance granting Mr. McGrew the right to construct the track.

Mr. Phelps: I would like to ask Mr. McGrew a few questions about this matter. I will ask you, first, Mr. McGrew, if you did not refuse to have the track put in as requested by Mr. Doddridge?

A. I wrote to Mr. Doddridge and told him that the city council would not pass an ordinance—no, I did not write to Doddridge. My recollection is I wrote to Clark; I do not remember just which one, but I wrote to one or the other of them and I said that the city council would not grant an ordinance for a track from the west, and I told him also that this was impracticable.

Q. I have not seen the letter from Mr. Doddridge which you introduced; but Mr. Doddridge wanted to construct the track from the east, and you objected?

A. That letter is from Mr. Clark; Mr. Clark sent the blue print.

Q. Mr. Doddridge's letter referred to the track as outlined in the blue print?

A. No, sir; it was Mr. Clark.

Q. What did Mr. Doddridge refer to?

A. Let me see the letter. This one is signed by W. B. Doddridge, and dated May 25, 1899. (Reads letter.)

Q. What does he mean by crossing the street from the east? What did he mean by that letter; what direction did he mean the track should come in from?

A. He meant to put the track into that very piece of property that we have been talking about here today.

Q. From which way?

A. From the east.

Q. Did you get an ordinance from the city council to construct a spur from the west?

A. No, sir.

Q. He did not say anything about that, did he?

A. No, sir; not in that letter.

Q. How did he know that you could not get an ordinance from the city council for a track from the west?

A. Don't you think Jewett told him?

Q. Who is Jewett?

A. Don't you know?

Q. I asked you the question; who is he?

A. Is not Jewett your representative in the council here?

Q. Whose representative?

A. The Missouri Pacific's.

Q. What Jewett do you refer to?

A. E. S. Jewett, the ticket agent of the Missouri Pacific in Kansas City, and your representative in the council.

Q. He is a pretty good representative, is he not?

A. I suppose he is for the Missouri Pacific.

Q. Did you not refuse to have the track put in from the east?

A. I did, and I told him I wanted this track to come in from the west, and he said it would require an ordinance to have that done, and the city council would not grant the ordinance.

Q. Who did you ask.

A. I asked a number of them.

Q. Who?

A. I do not remember their names, but I saw as many as a dozen of them. I can produce the councilmen, sir; if you want them. I will produce them if you want them.

Q. Was there ever such an ordinance introduced in the council?

A. No, sir; there was not.

Q. Why did you not have such an ordinance introduced?

A. Your man testified that it was not practical to put this track in from the east, but here Mr. Doddridge says it is.

Q. Answer my question. As far as that is concerned, did not Mr. Doddridge have reference to the construction of a track from the east, and not from the west in his letter there?

A. Which letter?

Q. The letter that Mr. Doddridge wrote you.

A. This was written before this other letter was written.

Q. O, there was some other letter. Where is the letter that you received from him in which he agreed to put in the track from the west as you wanted it?

A. I did not say that; I say that Doddridge's letter was written long before Clark's letter was written; that is what I say.

Q. The blue print that Clark sent you, and to which he refers in this letter, is this one over here, is it?

A. Give me Clark's letter and I will tell you; I want to plumb the line every time.

Q. Have you found the letter?

A. Yes, sir; I am ready to answer the question. What is it you want to know?

Q. Is that the blue print that was sent you by Mr. Clark?

A. That is the blue print that Mr. H. G. Clark, general superintendent of the Missouri Pacific Railway Company, enclosed to me by mail.

Q. And that is the one he had reference to in his letter, is it?

A. This is the blue print that he has reference to in his letter of June 12, 1899.

Q. That is the blue print, is it?

A. Yes, sir; that is the blue print.

Q. Is that the track as you want it?

A. No, sir; that is not what I wanted at all; that is what he is trying to palm off on me.

M. P. Preat, recalled for direct examination by Mr. Walsh:

Q. You have heard the evidence as to what Mr. Doddridge's plans were for running this sidetrack in here from the east, instead of from the west at this point. State to the Commission from the standpoint of these gentlemen whether, in your judgment, it would be better to construct this track from the east or from the west, in your judgment as an engineer.

A. I would say decidedly it would be better to construct the spur as indicated by the red lines here, and not this way. (Refers to plat introduced by complainant.)

Q. Why?

A. Their objections are that if the spur is put in this way it will meet the opposing traffic from this direction, in running switch engines and handling this traffic. If they have to come down to this cross over they are much more apt to congest the traffic from here coming up this way than if it went straight in from here and came out here.

Mr. Flory: As the traffic originates east of the switch in ques-

tion, and there is cross over 1,500 feet east of here, what would prevent them shoving these cars in from the east?

A. By Witness: Nothing except their way of handling the the business. They claim it is better to handle the business in that way.

Mr. Flory: But if the switch is put in as is now proposed, it would be absolutely necessary for them to switch them in from the west.

A. That would depend upon the way they have of carrying on their business.

Mr. Flory: What would prevent them, as long as the traffic arrives from the east, east of this particular point, what would prevent them using this cross over 1,500 feet east here, and shoving it in on to the spur track?

A. They would still oppose traffic coming east.

#### CROSS-EXAMINATION.

Q. By Mr. Phelps: Are you connected with any railroad company as engineer?

A. Yes, sir.

Q. What one?

A. The Suburban Belt and Northern Connecting; was formerly with the P. & G.

Q. But it went into the hands of a receiver?

A. Yes, sir; and since then I have not been connected with it.

Q. You say it would be easier to operate this switch track from this point to this, than from this to this? You are acquainted with the lay of the ground there?

A. O, yes.

Q. They would not have the grade up here that exists below, in case it would be necessary to stop trains?

A. There is a very light grade there; it is only one per cent.

Q. The other objection of the curve would not be present here, as it is here?

A. No, there is no curve there. It would depend entirely on the way they would operate.

Q. They would bring the cars from the east, and push them in here from the east?

A. They might do that; it would depend entirely on the way they operate their trains whether they would do that or not.

Q. Have you had any experience in the practical operation of a railroad?

A. What do you mean by operation?



Q. What do you mean, you say you are a railroad man?

A. I do not know whether it is my place to say or not.

Q. What were your duties while connected with the railroad?

A. As an engineer?

Q. Yes, sir.

A. To build the road and lay out tracks.

Q. You have had no experience in the operation and handling of trains?

A. Nothing more than what I have gotten from general observation, and consultation with general superintendents and engineers. We very rarely put in spurs of that kind without instructions from the superintendent.

Q. Who did you get your information from that it would be better to put it in this way, than from that side?

A. The testimony that was offered here.

Q. You can not judge of that testimony from the standpoint of an operating man; you do not claim to be that?

A. The testimony showed that if it was put in from this point and operated from this end it would have a tendency to congest the traffic. There is nothing to prevent them from carrying this coal down here on this track and putting it on this track at this end, that I can see.

Q. If they would go down here and then come back here, it would take longer, would it not?

A. Exactly.

Q. And if they came up this track, what would be the difference?

A. There would be this much difference, anyhow. They would run over just that much more track.

This being all the testimony offered by either side, it was agreed that the Commissioners should take the matter under advisement, each side to submit briefs within a week, to be considered by the Commissioners in connection with the testimony.

#### EXHIBIT "A."

St. Louis, Mo., March 21, 1899.

J. C. McGrew, Esq., Lexington, Mo.:

Dear Sir—I beg to acknowledge receipt of your favor dated March 20th, on the subject of a spur track which you desire at Kansas City. I have given instructions to have an engineer make a survey and report upon the merits of the case, also requested that you be advised when the engineer will be there.

Yours truly,

W. B. DODDRIDGE,

General Manager.

## EXHIBIT "B."

St. Louis, Mo., May 25, 1899.

J. C. McGrew, Esq., Lexington, Mo.:

Dear Sir—Referring to your letter of the 10th ult., relative to spur track which you desire constructed to your Grand avenue property at Kansas City. I have looked over the situation personally on the ground and have directed that the track be laid out.

While I have no doubt of your general judgment and ability in the matter of the practicability of switch tracks, there are some considerations, perhaps, that from your standpoint you might overlook, one of which is that in constructing spurs from our main tracks where we have double track, we made it a rule to use only trailing points, for the reason that the traffic passing over the line or double track roads moves in one direction only. I think it is advisable to construct your spur in that manner, by crossing the streets from the east, to do which I presume it will be necessary to obtain an ordinance from the city council of Kansas City.

Yours truly,

W. B. DODDRIDGE,  
General Manager.

## EXHIBIT "C."

St. Louis, Mo., June 8, 1899.

Mr. J. C. McGrew, Esq., Lexington, Mo.:

Dear Sir—Correspondence relative to constructing a spur track to your property on west side of Grand avenue, Kansas City, south of our main track, and the extension of the track at your mine No. 1, near Myrick, Missouri, having been referred to me, I beg to advise that if we can obtain an ordinance permitting us to build this track across Grand avenue we will put in the track, connecting it at the east end and running it westward, provided you will pay the entire cost of the track on your property, which is customary with other industries at Kansas City, Mo.:

Referring to the track to mine No. 1, near Myrick, Mo.: If you will sign the usual agreement covering ownership of material on your property and will do the grading required at the west end, we will make the changes in this track as you request.

Yours truly,

H. G. CLARK,  
General Superintendent.

## EXHIBIT "D."

St. Louis, Mo., June 12, 1899.

J. C. McGrew, Esq., Lexington, Mo.:

Dear Sir—Replying to yours of the 10th inst., relative to spur track to your coal yard at Grand avenue, Kansas City, and extension of track at your coal mine No. 1, near Myrick, Missouri:

I hand you herewith blue print and profile of proposed track at Grand avenue, which please return when it has served your purpose.

Instructions have been given to extend the track to coal mine No. 1, near Myrick, 200 feet east.

Yours truly,

H. G. CLARK,

General Superintendent.

## DECISION OF THE BOARD.

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT. }  
CITY OF JEFFERSON, June 5, 1900. }

*In the Matter of the Application of James C. McGrew for a Spur Track Connecting with the Track of the Missouri Pacific Railway, near Grand Avenue, Kansas City, Missouri.*

Application filed August 14, 1899.

Hearing was held at Kansas City, September 15, 1899.

The Commissioners hold that section 2623, R. S. Mo., 1889, does not authorize the construction of spur tracks, and their connections with railroad tracks, excepting at the places of operation of mines, saw mills, or other industries, and does not apply in the case here presented. Therefore they can not approve the application of Mr. McGrew for the construction of a spur track and connection with the track of the Missouri Pacific Railway, near Grand avenue, Kansas City, and dismiss the case.

After a careful examination of the locality, and the existing conditions, the Commissioners are of opinion that the construction of a spur track as proposed by Mr. McGrew, and authorized by an ordinance passed by the Kansas City Council, would, in its operation seriously obstruct and impede the Missouri Pacific Railway Company in the conduct of its business, and constitute a continual menace to the persons and property of its patrons. The handling of cars to and from the proposed spur will necessitate their crossing and temporary retention over and on the east bound main track, where there is a very heavy traffic, at a point not perceivable from

east-bound trains, by reason of a curve, and will render the operation of the proposed spur very hazardous, with great liability to serious accidents and injury to persons and property.

The Commissioners, therefore, for the reasons stated, would not approve the application of Mr. McGrew, even though they were of the opinion that the law authorized the construction of spur tracks and connections at places other than the locations of mines, saw mills and other industries.

The law in authorizing the construction of railroads in this State for public use, contemplates all reasonable facilities for the prompt and convenient delivery of all freights moved by them. For the accommodation of great business centers, such as Kansas City, every possible facility should be provided by railroad companies, and when tracks are not sufficient for the prompt and convenient delivery of freights to consignees, additional tracks should be provided. The evidence taken at the hearing of this case at Kansas City on the 15th inst., tends to show that there is not sufficient trackage owned by the Missouri Pacific Railway Company for the prompt and convenient handling of coal, especially during the winter season, in the vicinity of Grand avenue, Kansas City, and the Commissioners will insist upon such additions to the present trackage as will ensure the prompt and convenient delivery of coal to all consignees.

By order of the Board of Railroad and Warehouse Commissioners.

JOSEPH FLORY,  
Chairman.

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STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }  
CITY OF JEFFERSON.

*Hearing of Complaint of J. E. Hart et al. Against the Kansas City, Fort Scott & Memphis Railroad, in Regard to Increased Rate on Railroad Ties from Norwood, Missouri, to Kansas City, Missouri.*

Hearing held at Mountain Grove, Missouri, January 3, 1900.

Present—The Chairman, Hon. Joseph Flory; Commissioners Hennessey and McCully.

The Complainants were represented by their attorney, Mr. Thos. H. Musick.

The defendant railroad company was represented by its general attorney, Mr. I. P. Dana, and Mr. J. J. Fletcher, freight traffic manager.

Mr. Musick: I desire to file a formal complaint in this proceeding.

Which complaint is in words and figures following:

#### COMPLAINT OF J. E. HART OF NORWOOD, MO.

To the Hon. Railroad Commissioners, State of Missouri:

Your petitioner, James E. Hart, of Norwood, Mo., most respectfully complains of the Kansas City, Ft. S. & M. R. R. Co., in that said company being a corporation under the laws of this State, and owning and operating as a common carrier of goods, wares and products a line of railway from the town of Norwood, Mo., to the city of Kansas City, Mo., a distance of 261 miles, and complainant doing business at Norwood, Mo., and desiring to purchase and ship railroad ties to Kansas City, over the railway of said company, said company demands as freight charges for such shipments unreasonable, unjust, exorbitant, and prohibitive, rates thereon, to wit: the rate of 30 cents per tie on car load lots, shipped from Norwood to Kansas City.

Complainant states that this rate is in excess of the rate charges of said company on any other class of freights from Norwood, Mo., to Kansas City, Mo.; in excess of rates charged by said company on the same class of freights from Norwood to other points, and as great as rates charged by said company for shipment of ties from points at much greater distance from Kansas City, than from Norwood. Complainant further states that said rate is, as he believes, in excess of what said company charges other shippers of ties from Norwood Mo., to Kansas City, Mo., to wit: W. J. Paden & Co. and Sedgwick & Co.

Your complainant states further that the marked capacity of the cars furnished by said company at Norwood, Mo., for shipping ties, run from 30,000 to 60,000 lbs., and by a regulation of said company shippers are permitted to load to 20 per cent. in excess of such marked capacity of the different cars, and that the average weight of railroad ties shipped at Norwood, Mo., is 175 lbs., so that cars marked 30,000 lbs. capacity, carry 205 ties; those marked 40,000 lbs. carry 274 ties; those marked 50,000 lbs. carry 344 ties, and of those marked 60,000 lbs. carry 410 ties. So it results that at 30 cents per tie said company can, and does, make its tie cars realize, from Norwood, Mo., to Kansas City, Mo., \$61.50 on 30,000 lbs. capacity; \$82.20 on 40,000 lbs. capacity; \$103.50 on 50,000 lbs. capacity, and \$123. 00 on 60,000 lbs. capacity.

Complainant states further that by the provisions of section

2674, Revised Statutes, 1889, railroad ties are placed in freight class J, and by section 2675 the maximum rate on class J, from Norwood, Mo., to Kansas City, Mo., is \$35.00 per car-load, which would be at the rate of 17 1-2 cents per tie on 30,000 lbs. capacity cars.

Wherefore, your complainant most respectfully insists that it is manifestly unjust and unreasonable to permit said company to exceed the maximum rate allowed by statute, by taking 20,000 lbs. as a regulation car-load of ties, when in fact, said company does habitually ship from 36,000 to 72,000 lbs. on its tie cars, and to collect thereon from \$61.50 to \$123.00 per car, as above shown. Complainant would state further that railroad ties, not being perishable freight subject to accident and casualty in shipment, and requiring the least expensive character of car for carriage, said company can really afford to carry them at lower car rates than many other kinds of freight.

Complainant states that prior to October 21, 1899, said company charged 21 cents per tie on shipments from Norwood, to Kansas City, at which rates complainant and others could afford to buy ties at Norwood and ship to Kansas City, but that said company having on said date advanced said rates to 30 cents per tie, neither complainant nor anyone else, excepting only W. J. Paden & Co., can buy ties at Norwood and ship to Kansas City without loss, and that no one at Kansas City, excepting only Sedgwick & Co., can buy ties shipped from Norwood and pay the freights demanded, and that said Sedgwick & Co. refuse to buy ties from anyone at Norwood excepting only W. J. Paden & Co., and said railway company also refuses to buy ties from Norwood, except from Sedgwick & Co.

From these facts and other facts known to complainant, he believes and charges that said railway company is itself, contrary to law, dealing in railroad ties, and that Sedwick & Co. and W. J. Paden & Co. are its agents in buying and selling ties, and that it has purposely put the rates on ties exorbitantly high in order to destroy all competition and to give it a monopoly of the tie business at Norwood, and that neither W. J. Paden & Co., of Norwood, nor Sedgwick & Co., of Kansas City, are really and honestly dealing in ties, except as agents of said company, assisting it to purchase ties at the lowest possible price, and to make the greatest profit possible off of them.

Wherefore, your complainant prays that this Honorable Board will make an order requiring said railway company to establish rates on railroad ties to all points in this State to which it has published

through rates on other lines and classes of freights that shall be reasonable, just and non-prohibitive.

And your petitioner will forever pray, etc., etc.

J. E. HART.

Mr. Flory: I do not presume it will be necessary to go into details. I suppose, Mr. Dana, you understand the complaint. You are ready, Mr. Hart, to go on with the hearing?

Mr. Hart: Yes, sir.

Mr. Flory: We have here considerable correspondence pertaining to this matter.

Mr. Dana: We are here simply because we thought it might facilitate matters, and to find out what these gentlemen want.

A. L. Pope, of lawful age, being produced, sworn and examined as a witness on part of the complainants, testified as follows:

#### DIRECT EXAMINATION.

Q. By Mr. Musick: Mr. Pope, where do you reside?

A. I reside at Norwood.

Q. What business are you in, if any?

A. General merchant.

Q. I will ask you what you have had to do, if anything, with regard to the purchase and sale of railroad ties, at Norwood.

A. I purchased ties there for a while; had a contract with Beekman-Sherwood Mercantile Company, at Kansas City, I believe. I bought ties and sold them to these parties until they informed me that they could not take any more ties; that the railroad company had put the rate up to thirty cents on ties from Norwood to Kansas City, and that they could not handle any more ties on that rate.

Q. What was the rate prior to that?

A. I could not tell you.

Q. You do not know what they had been charging prior to that?

A. No, sir.

Q. At what time was that?

A. That I was notified?

Q. Yes, sir.

A. I could not give the exact date, something like a month or six weeks ago; two months probably.

Q. Prior to that time were there others engaged in buying and shipping ties there?

A. Yes, sir; Mr. Hart and Mr. W. J. Paden & Company were engaged in buying and shipping ties there.

Q. I will ask you to state who has been buying and shipping ties there since that notice?

A. W. J. Paden & Company.

Q. Anyone else?

A. No one else.

Q. I will ask you to state what ties were worth at Norwood prior to that time?

A. Prior to what time?

Q. Prior to the time that you were notified that the Beekman-Sherwood Mercantile Company could not purchase any more ties?

A. We had been getting 26 cents a tie at Norwood. That is what they paid me.

Q. What were they worth when you first commenced to buy ties?

A. 23 cents in trade.

Q. What were you paying when you quit buying?

A. We were paying 25 cents a tie in merchandise and 23 cents in cash. We got 26 cents a tie on board cars. We paid a cent a tie for loading, leaving us 25 cents a tie. We paid that in goods, and 23 cents in cash.

Q. What, if you know, was the cause of ties going up from 23 to 25 cents?

A. I commenced paying 25 cents, and we got a contract that justified me in doing it. I was the first man, I think, that paid it.

Q. What did you receive for these ties in Kansas City?

A. 26 cents on board the cars at Norwood. We paid one cent a tie for loading. That left us 25 cents in Norwood for ties.

Q. What is the price of ties there now?

A. I could not tell you.

Mr. Flory: What is the latest you have sold any ties at Norwood?

A. It has been probably four weeks since I shipped out my last tie.

Q. By Mr. Musick: What did you get for the last lot?

A. I got the same. I will state, if it is proper, that the Beekman-Sherwood Mercantile Company wrote us that they would protect us in what we had on hand, but not to buy any more, so that we shipped out, as soon as we could get the cars, what we had on hand and quit buying.

Q. I will ask you to state if you made any offer to sell ties to anyone else?



A. Yes, sir; I did, to sell to Sedgewick & Company, in fact the first ties I sold were to Sedgewick & Company.

Mr. Flory: Who are they?

A. A firm in Kansas City, I judge.

Mr. Flory: Engaged in the tie business?

A. Yes, sir.

Q. By Mr. Musick: I will ask you to state now the price they paid you compared with the price Beekman-Sherwood Mercantile Company paid you?

A. The first lot of ties I let them have they paid me 25 cents on board the cars. After that when they sent me the check for the money they said in the future they could not pay us but 24 cents. I had a talk with their tie inspector about it, and wrote them, also told them if they would pay us as much as they paid Paden & Company we would sell to them. They were paying Paden & Company 25 cents. They refused to do it, and I made a contract with the Beekman-Sherwood Mercantile Company for 25 cents—26 cents on board cars.

Q. They paid Paden & Company one cent more a tie than they offered you?

A. That is what they said, and that is what the inspector said.

Q. Do you know anything about what they charged for ties from Norwood to any other point in the State?

A. I do not.

Q. Have you ever shipped any lumber or wood from Norwood?

A. I shipped wood to Springfield.

Q. What rates do you get on wood?

A. I could not tell you. We got so much on board the cars, and the party receiving the wood paid the freight.

Q. You do not know what the freight rates are?

A. I could not tell you; no, sir.

#### CROSS-EXAMINATION.

Q. By Mr. Dana: You have not paid the freight on any ties or lumber?

A. No, sir.

Q. You have sold your truck, or whatever you have purchased in the way of ties, lumber or wood, to someone delivered on board the cars?

A. Yes, sir.

Q. So that you do not know anything about the rates on freight

that were paid or charged except what you may have heard from somebody else?

A. None, but what I have heard.

Q. How long have you been dealing in ties down here?

A. I commenced sometime in the spring.

Q. Last spring?

A. Yes, sir.

Q. At first you sold some ties to Sedgewick & Company?

A. Yes, sir.

Q. That was during the summer?

A. Probably six months ago. I could not state the date now.

Q. Was it as early or as late as August?

A. It was before August, I think.

Q. That you were selling these ties to Sedgewick & Company?

A. I think so.

Q. Was it as late as August, or before August that you had this conversation you speak of about the price?

A. I could tell by referring to my books.

Q. Give it as near as you can—I will ask you if you think it was as late as September?

A. No, sir; I do not think it was that late.

Q. You think you got through all your transactions with Sedgewick & Company certainly before October?

A. Yes, sir; I am satisfied about that.

Q. And commenced dealing with the Beekman Mercantile Company prior to October?

A. I think so.

Q. What kind of ties have you been getting out down here?

A. White oak ties.

Q. Altogether?

A. No, sir; we get some spotted oak ties.

Q. Any red oak ties—is that the same?

A. I think they call them the same.

Q. Is there any difference in price between the different classes of ties?

A. Yes, sir.

Q. Was not the bulk of ties that you have been getting out, that Beekman & Company have been handling, red oak ties?

A. No, sir; I think I shipped them one car of red oak ties, or spotted oak—may be two.

Q. About how many car loads did you sell Sedgewick & Company?

A. I could not tell you. They took up for us once three or four cars, probably five.

Q. That was the only transaction you had with them?

A. Yes, sir. Mr. Medley, the inspector told me they were 25 cents.

Q. And they paid that?

A. Yes, sir; said they could not do it any longer.

Q. Then they said it was to be 24 cents?

A. Yes, sir.

Q. Then it was you commenced furnishing ties to Beekman & Company?

A. Yes, sir.

Q. About how many cars have you sold to Beekman & Company?

A. Twelve or fifteen.

Q. The last was when?

A. A month or so ago.

Q. Did you get out the ties yourself?

A. No, sir; we bought them from the tie-makers themselves.

Q. Did you make any contracts with the tie-makers?

A. Nothing very special; only they bring them in to sell in Norwood, and we buy them.

Q. You are a sort of tie broker?

A. We bought them.

Q. Wherever you find that there is a profit between what you pay for them and what you can sell them for delivered at the station?

A. Yes, sir.

Q. Are you in the mercantile business?

A. Yes, sir.

Q. Norwood is your home?

A. Yes, sir.

Q. Are there other tie dealers at Norwood?

A. There was Mr. Hart here, and Paden & Company.

Q. How do their prices compare with yours?

A. They were all the same except at the last; we paid in goods 27 cents for the last few we bought, and sold them for cash at 25 cents.

Q. You did not get 25 cents for all your ties?

A. All the number one; all the white oak ties.

Q. You did not get that for red oak?

A. No, sir; we got 21 cents for them.

J. E. Hart, of lawful age, being produced, sworn and examined as a witness on part of complainants, testified as follows:

DIRECT EXAMINATION.

Q. By Mr. Musick: Where do you reside?

A. Norwood.

Q. What business, if any, are you in there?

A. Mercantile business.

Q. Now you may give the Board a statement of your relations to the tie business, in connection with your mercantile business, when you commenced buying, and who you sold to.

A. I do not remember the date exactly, but in August or thereabouts, I commenced buying ties.

Q. Last August?

A. Yes, sir; expecting to sell them to Sedgewick. Their inspector came, took the first lot of ties I had, which was about 800, and for the first-class ties paid me 24 cents, when I was expecting to receive 25 cents, the same as my competitor was receiving, W. J. Paden & Company. I wrote them for an explanation; they did not make any. I saw the inspector later, and he said they could not pay but one man in that town 25 cents, and 24 cents was all they could pay me. I then went to work with Mr. Pope to find a sale for our ties elsewhere. We both got contracts with the Beekman-Sherwood Mercantile Company of Kansas City, and entered into the tie business, and ties immediately advanced in price, and kept advancing until they got up to 27 cents in merchandise and 24 cents in cash.

Q. At Norwood?

A. Yes, sir. Then the Beekman-Sherwood Mercantile Company informed me that they could not buy any more ties, for the reason that the railroad company had increased the rate from 21 cents to 30 cents. I tried elsewhere, but could not sell my ties, because the freight was too high, cost too much to deliver in Kansas City. I tried again to sell to Sedgewick & Company. They refused to buy at any price. I was in Kansas City on business and called on Mr. Jaques, the purchasing agent of the road. I proposed to sell to him direct, and he said he could not buy direct, and referred me to Sedgewick & Company. I told him what they had done, and he said he would take the matter up and let me hear from him, but I have never heard from him. I had another conversation with him, in which he said the Kansas City, Fort Scott & Memphis would have these ties if they had to make the freight rate a dollar apiece.

Q. When did you have these conversations?

A. In December. Since Mr. Pope went out of the tie business and I went out of the tie business, ties have gone down at Norwood one cent per tie, and no one is buying except Sedgewick & Company's agent, W. J. Paden & Company.

Q. Who do they ship to now?

A. Sedgewick & Company.

Q. Has there, to your knowledge, been any transfers of ties there at Norwood to other parties than Sedgewick & Company?

A. A short time ago there was a tie train there taking up ties, and I understood it was the Burlington inspector, and that the ties were being sold to the Burlington road.

Q. Who did you have that information from?

A. From some of the men who were loading the ties.

Q. Did you see the inspector yourself?

A. No, sir.

Q. Did you try to sell to the Burlington Company yourself?

A. I believe I wrote them a letter. I know I wrote a letter offering to sell them ties, but have received no reply. I tried to sell to other roads when the 21 cent rate was in effect, but could not do so. The only one I could find who would buy my ties was the Beekman-Sherwood Mercantile Company at the 21-cent rate.

Q. Do you remember at what time this rate was changed?

A. During the month of October, about the 1st, I think.

Q. 21 cents to 30 cents?

A. Yes, sir.

Q. October 18, 1899?

A. Yes, sir.

Q. I will ask you what you know, if anything, in regard to the rates charged by the road for other freight of the same class—wood, fencing, posts etc.?

A. I am informed that the rate on wood is \$1.15 a cord to Springfield. I do not know what it is to other points.

Q. What limitations?

A. Maximum of nine cords to the car.

Q. Are you engaged in buying and shipping wood?

A. Yes, sir.

Q. To Springfield?

A. Yes, sir.

Q. Mr. McCully: You sell at so much delivered on the car there at home?

A. Yes, sir.

Q. By Mr. Musick: The party you sell to pays the freight?

A. Yes, sir.

Q. Do you know what the lumber rate is from Norwood to Kansas City?

A. I do not know, but I have been informed by the agent and by others that it was less than the tie rate, but I never shipped any lumber, and had no occasion to investigate it.

Mr. Hennessey: Have you got a mill here manufacturing lumber?

A. I have not; other parties have.

Q. By Mr. Dana: There is no question about these rates. They are all published tariff rates. You can have access to all of them.

Mr. Flory: The question is as to the reasonableness of the rate.

Q. By Mr. Musick: No, I will ask you what is the usual marked capacity of the cars they have to ship ties on?

A. Thirty to sixty thousand capacity.

Q. I will ask you what is the capacity of the greater number of cars furnished?

A. I believe the greater number are 40,000 capacity.

Q. I will ask you what direction, requirements or information you have as to regulations in regard to loading?

A. The agent informed me I had a right to load the car to the marked capacity and twenty per cent. above its capacity, if I saw fit to do so. I have been loading 30,000 cars with 200 ties; the 40,000 with 225 ties; the 50,000 with 250 ties, and the 60,000 with 300 ties.

Q. I will ask you what is the average weight of the character of ties you bought and shipped?

A. I believe it was generally understood 175 pounds is the average weight of a tie.

Q. These are hewn ties you have been dealing in?

A. Yes, sir.

Q. Do you know anything about the shipment of sawed ties?

A. I am informed that they go at the lumber rate, a much lower rate than the hewn ties.

Q. How many ties did you say you are in the habit of loading on a 30,000 car?

A. 200.

Q. And 225 on the 40,000 car?

A. Yes, sir.

## CROSS-EXAMINATION.

Q. By Mr. Dana: Did you ever weigh any ties?

A. No, sir.

Q. You do not know then, really, how much they do weigh?

A. I can form an idea by handling them.

Q. That is the only way you have formed it?

A. I think the general understanding is that the average weight of a tie is 175 pounds.

Q. That is ties which are gotten out by the tie cutters?

A. Yes, sir.

Q. They are hewn?

A. Yes, sir.

Q. It stands to reason that they do not all weigh the same?

A. I said average.

Q. You have never weighed any ties?

A. No, sir.

Q. As a matter of fact, they are not shipped by weight, but shipped by the tie and sold by the tie.

A. Yes, sir.

Q. Do you know whether or not lumber is shipped by the pound?

A. I do not.

Q. Ties are sold at so much a tie?

A. Yes, sir.

Q. And the freight tariff is fixed per tie?

A. Yes, sir.

Q. Now about the excess weight. Are you not mistaken in saying it is twenty per cent. above the marked capacity of the car; is it not ten per cent.?

A. I have been informed that it is 20 per cent.

Q. Who told you?

A. The agent at Norwood.

Q. What is his name?

A. Morgan.

Q. When did he tell you that?

A. Since I have been in the tie business.

Q. The ties were not weighed?

A. I do not know.

Q. You did not weigh them?

A. No, sir.

Q. So in loading them over the marked capacity of the car you based your estimate on so many ties weighing 175 pounds each?

A. Yes, sir.

Q. And if they did not weigh that you did not have so many pounds, and if they weighed more, you had more?

A. Yes, sir.

Q. Had you dealt in ties prior to August last?

A. No, sir; not directly myself. I have engaged to some extent in it for others. I have inspected ties for firms for whom I worked before.

Q. You mean mercantile firms?

A. Yes, sir.

Q. By inspection you mean passing on dimensions and character of the wood, etc.?

A. Yes, sir.

Q. You handle these ties really in the way of barter; you gave goods to these men and take the ties in payment of their bills.

A. Yes, sir; to a certain extent; where they demanded cash we paid cash.

Q. About how many ties do you think you handled at Norwood?

A. I suppose some six or seven thousand.

Q. What proportion of those do you think you paid for in cash?

A. About one-third.

Q. The tie men delivered the ties there?

A. Yes, sir.

Q. You paid the one cent per tie additional for loading?

A. Yes, sir.

Q. All these six or seven thousand ties you handled, you say you sold to the Beekman-Sherwood Company?

A. No, sir; the first lot of ties I sold to Sedgewick & Co.

Q. You say you expected to get 25 cents?

A. Yes, sir.

Q. Had anybody told you they would pay that amount for them?

A. No, sir; but they were paying other people that amount for them, and when they said they would take my ties I supposed they would pay me that much for them. They were paying Pope and Paden & Company that much.

Q. Did you offer to sell anyone in Kansas City any ties besides the Beekman-Sherwood Co., and Sedgewick & Co.?

A. Yes, sir; I wrote several letters to roads centering in Kansas City offering ties.



Q. Railroads?

A. Yes, sir.

Q. Did you give them any prices at which you would deliver them at Norwood?

A. Yes, sir.

Q. None of them were willing to pay the price?

A. No, sir; not a one.

Q. Do you know what ties were selling for in Kansas City?

A. No, sir; only I saw I was above the market.

Q. What did you offer to sell them for at Norwood?

A. Offered to put them on board cars at Norwood—the first I quoted at 26 cents.

Q. When was that?

A. Before October, when the freight rate was 21 cents on a tie.

Q. You did not sell any at that price?

A. No, sir.

Q. What other offer did you make?

A. I believe that is the first, and perhaps the only offer I made except I may have quoted them to somebody else.

Q. What did you quote them at?

A. Just at what I could get them for in merchandise and put them on board the cars.

Q. Trusting to the profit in the merchandise for your profit?

A. Yes, sir.

Q. What did you figure you would have to get for them?

A. 26 cents.

Q. You made offers of ties at that price?

A. Yes, sir.

Q. You did not sell any at that price?

A. No, sir.

Q. Did they say the price was too much?

A. Yes, sir.

Q. Who declined to take them at that price?

A. The Santa Fe, the Rock Island, and I believe the Missouri Pacific.

Q. That was because the price was too high?

A. Yes, sir.

Q. That is what you understood was the reason they did not want the ties?

A. Yes, sir.

Q. Did they say so in any of their letters that the price was too high?

A. Yes, sir.

- Q. And that that was the reason they did not want the ties?
- A. Said it cost them too much to deliver them in Kansas City.
- Q. Or else it cost them too much delivered at Norwood?
- A. Which ever way you mean. Kansas City is the point where they were figuring on getting the ties to.
- Q. You offered to deliver them at Norwood?
- A. Yes, sir.
- Q. So if you had offered to deliver them at four cents or ten cents per tie at Norwood, it would have been the same as if the freight rate was four cents or ten cents less?
- A. Yes, sir.
- Q. You say the Rock Island and Santa Fe, and you think the Missouri Pacific?
- A. Yes, sir.
- Q. Have you these replies?
- A. Yes, sir.
- Q. And you had made your offers at what you thought you could afford to sell them at at Norwood before October, as well as after October?
- A. I do not know as I have quoted any after October.
- Q. But you had before October?
- A. Yes, sir.
- Q. Then on the freight rate as it was then, 21 cents per tie, the people to whom you offered the ties said they could not afford to pay that for them.
- A. Yes, sir.
- Q. That was when the 21-cent rate was in force?
- A. Yes, sir.

G. H. Lowrey, of lawful age, being produced, sworn and examined as a witness on part of the complainants, testified as follows:

#### DIRECT EXAMINATION.

- Q. By Mr. Musick: Where do you reside?
- A. Kansas City.
- Q. What is your business?
- A. Secretary of the Beekman-Sherwood Mercantile Company.
- Q. I will ask you if your company has been engaged in buying and selling ties?
- A. Yes, sir.
- Q. Have you bought and shipped ties from Norwood, Missouri?
- A. Yes, sir.

Q. Who did you buy from?

A. Pope & Bradford and Mr. Hart.

Q. When did you first buy from these parties?

A. I do not remember. It was approximately June or July, possibly a little later or a little earlier than that, but I think it was June or July.

Q. Where were the ties delivered to you?

A. At Norwood.

Q. On board cars?

A. Yes, sir.

Q. Do you remember what you paid Pope & Bradford?

A. 26 cents.

Q. I will ask you what the freight rates were at that time?

A. 21 cents a tie.

Q. I will ask you how long you continued to buy from these parties, at Norwood, Missouri.

A. I think probably August was the last contract we made. The contracts extended sometime ahead. We made purchases to be delivered later. I do not remember now the dates of the last shipments. It has been somewhere from thirty to sixty days, since the last shipments were made.

Q. They were purchased before?

A. Yes, sir.

Q. Why did you cease buying?

A. The freight advanced from 21 to 30 cents a tie, and made the cost of ties too much and we could not sell them.

Q. At the 21-cent rate what did the ties cost you in Kansas City?

A. 47 cents.

Q. At the 30-cent rate?

A. 56 cents.

Q. Now what was the market price on ties in Kansas City?

A. There is really no market price established, so far as know. When a man makes a proposition on ties he aims to get as much as he can.

Mr. Flory: During the time in question, what would be the maximum price for the white oak ties in Kansas City?

A. For anything like a large contract, I think in the neighborhood of 51 to 52 cents.

Mr. Flory: The maximum?

A. Yes, sir; there are certain times when small industries are in the market for a few ties, and we could get more for them. The

railroads are the largest users of ties, and as far as my information goes and the contracts we have had, about 51 to 51 1-2 cents—that is the price we get.

Mr. Flory: During this same period, if you can state from memory, what was the minimum?

A. Right in that neighborhood, pretty much one price.

Q. By Mr. Musick: I will ask you to state if you bought ties from other points on this railroad?

A. Yes, sir.

Q. I will ask you whether or not the rate was raised all along at other points?

A. Yes, sir; all the same.

Q. Now I will ask you to state to the Board, whether or not you continued to or ceased to buy from other points?

A. We ceased to buy.

Q. For what reason did you cease to buy from other points?

A. We could not pay the freight. We had certain contracts running along where we had agreed to take ties from the people, and of course we were compelled to take these, except from Pope & Bradford. We had 10,000 engaged from them, but they did not insist on delivering all—delivered what they had on hand and released us.

Q. How far east on the road did you buy ties?

A. I am not familiar with the location of stations along there. I think we got some from Mountain Grove, some from Norwood, and some other stations; I forget now.

Q. Cabool?

A. No, we did not get any from Cabool.

Q. Now I will ask you what you know about Sedgewick & Company buying ties from points on this road?

A. Very little except they seem to be buying.

Q. They continue to buy?

A. That is my information. I am not acquainted with them, have no business relations with them.

Q. Do you know of any other parties that buy ties on this road?

A. No, sir.

Mr. Hennessey: What is the highest price paid for any good, number one ties, now in Kansas City?

A. There has been no change, as far as I know. Of course I have no information of any other contracts than our own. The only contract we have on hand is with the Burlington railroad, at 51 1-2 cents per tie.

Mr. McCully: Delivered at Kansas City?

A. Yes, sir; we do not actually deliver the ties in Kansas City. We deliver them in St. Joseph, with the understanding that they do not charge us with their portion of the freight.

Mr. McCully: So it is practically a Kansas City delivery, so far as you are concerned.

A. Yes, sir.

Mr. Dana: When was that contract made?

A. I do not remember the date.

Mr. Dana: What month?

A. I could not tell you.

Mr. Dana: Before October?

A. Made sometime during the summer.

Mr. Dana: How many ties?

A. 25,000.

Mr. Dana: How many have you delivered?

A. I could not tell you.

Mr. Dana: About how many?

A. No, sir; I can not tell you. We have a man in the office who keeps check on the order book, and I do not know.

Q. By Mr. Musick: At the present freight rate, thirty cents per tie, what could you pay for ties on the cars at Norwood, and do a living business—pay you to handle them at all?

A. We would not be able to pay over eighteen cents for them, probably.

Q. What freight rates could you afford to pay and deal in ties at Kansas City at the present price?

A. We managed to handle them on the 21-cent rate. We have not bought any since that rate was established.

Q. Was that during a prosperous or depressed time of business?

A. It was generally considered a good time for all kinds of railroad material, and the general conditions were favorable.

Q. Suppose times were poor and conditions were depressed?

A. I understand two years ago when conditions were less favorable ties were worth 42 cents. In handling ties of any quantity we have to send a man out to inspect them and receive them and pay spot cash and wait thirty to sixty days to get our money.

Mr. McCully: I understand you to say there has been no material advance in the price of ties in Kansas City at all?

A. Not as far as I know.

Mr. McCully: In the last six months?

A. I do not know about the last six months.

Mr. McCully: That would be July or August.

A. We have not got any better contracts.

Mr. McCully: Ties bring no more now in Kansas City than they did in August or September?

A. No, sir.

Mr. McCully: There would be no material difference?

A. No, sir.

Q. By Mr. Musick: I will ask you if you know whether or not the Kansas City, Fort Scott & Memphis Company has itself dealt in ties as dealers?

A. I could not say of my own personal knowledge. I have never made any purchases of them. I had a talk with their purchasing agent sometime ago about handling railroad ties. He said they had given the matter some consideration and did not want to move the ties, that it would interfere with their white oak tie business. He said if we wanted any ties—I inferred from his talk if we wanted any ties and would come to him that probably we could buy them from him. I have heard one or two others say that they had bought ties from Mr. Jaques, the purchasing agent of the Fort Scott road.

Q. Who did you hear say that they had bought ties?

A. A. L. Hooten, a lumber man in Kansas City.

#### CROSS-EXAMINATION.

Q. By Mr. Dana: Bought ties from whom?

A. Mr. Jaques; that is what I understood him to say.

Q. You have never bought any ties from Paden & Co.?

A. No, sir.

Q. They never offered to sell you any.

A. No, sir.

Q. Your company is a corporation?

A. Yes, sir.

Q. You are an officer of it?

A. Yes, sir.

Q. What officer?

A. Secretary.

Q. You are in the lumber business?

A. Yes, sir.

Q. How long have you been in that business?

A. We have been handling lumber—the company was incorporated about two years ago.

Q. A Missouri corporation?

A. Yes, sir.

- Q. Principal office in Kansas City?
- A. Yes, sir.
- Q. What are you incorporated for?
- A. We have authority for almost any kind of business.
- Q. Mercantile business?
- A. Yes, sir.
- Q. Buying and selling anything?
- A. Yes, sir.
- Q. As a matter of fact, what has been your business in the last two years?
- A. Lumber business, grain, hay and piling.
- Q. You commenced to deal in ties, you say, about August?
- A. That is the first we handled off of this road.
- Q. Had you handled ties before?
- A. Some.
- Q. How much.
- A. Not a great many.
- Q. You do not consider your firm as primarily a tie buying and selling firm?
- A. No, sir.
- Q. Not as Sedgewick & Company?
- A. I do not know anything about them.
- Q. Your main business is not a tie business, and never has been?
- A. No, sir.
- Q. Now all the tie business you have done off this road is since last summer?
- A. Yes, sir; beginning in the summer.
- Q. You say you made a contract with the Burlington road to sell them ties at 51 1-2 cents?
- A. Yes, sir.
- Q. What kind of ties?
- A. White oak. We had other contracts. That is the only railroad contract we have on hand unfilled.
- Q. Have you made any offers or any attempts to furnish ties to any railroads during the last three months?
- A. Yes, sir; we have corresponded with two or three railroads with the view of furnishing them some.
- Q. Have you had any offers for ties, any railroad company offered to pay you any certain price for ties, in the last three months?
- A. No, sir.

Q. Have you made any offers to sell at certain prices?

A. Not formal offers. We have simply inquired whether they would be in the market for ties, and if so we would make propositions for a few ties and see if we suited them, and then make them a proposition on a contract.

Q. You never got any contracts?

A. Recently we got this contract. We are not trying to sell in very large quantities at present. We depend on getting them if the Fort Scott road—

Q. What road did you get ties from formerly?

A. Missouri Pacific and Frisco.

Q. Where about on the Missouri Pacific?

A. Beebe, Ark.

Q. When?

A. Last summer.

Q. You have not got any ties from either of these routes since?

A. We still have ties coming from them.

Q. How many?

A. Possibly we have 20,000 on hand on the Missouri Pacific of white oak. On the Frisco we have some white oak and some red oak. The Missouri Pacific ties we have been shipping to the Burlington. We are waiting on the Frisco to see what they are going to do about the rate.

Q. That is the Burlington ties you deliver at Kansas City?

A. Yes, sir.

Q. They are brought in over the Iron Mountain to St. Louis, and then over the Missouri Pacific to Kansas City?

A. Yes, sir.

Q. What I had in mind a few moments ago was this: Have you, from conversation or dealing with any tie user, or purchaser in Kansas City within the last thirty or sixty days, found out what they would pay for white oak ties?

A. No, sir.

Q. What have you offered to sell these ties for in the last thirty days?

A. We are not making any offers; we are not in a position to do it.

Q. What I want to know is how much, if you know, is being paid for first-class white oak ties in Kansas City now?

A. The only information I have is our own contract.

Q. And that you made last summer?

A. Yes, sir.



Q. Do you know what they are paying for first-class white oak ties today, last week or last month?

A. I do not except our own contract.

Q. Have you sold any ties to railroad companies in the last thirty days?

A. No, sir.

Q. Is it not a fact that you do not know what has been paid for first-class white oak ties in Kansas City within the last 30 days?

A. I do not, except our own contract.

Q. That was made last summer?

A. Yes, sir.

Q. You are not very much interested in the tie business?

A. Not very largely.

Q. What kind of lumber do you handle?

A. All kinds of southern lumber.

Q. Where do you get it?

A. Arkansas.

Q. Any of it off the Frisco and Memphis routes?

A. No, sir; we are getting some off of a little branch road in Kansas that comes in over the Fort Scott.

Q. You have not any fault to find with the lumber rate?

A. No, sir.

Q. You were speaking a little bit ago about the expense of an inspector.

A. Yes, sir.

Q. Does not the Burlington road furnish an inspector to inspect its ties?

A. Yes, sir.

Q. Do you pay him?

A. No, sir; but we find it desirable to send our own inspector along, too, to see that everything is satisfactory both to the Burlington and ourselves.

Q. Do you not take the ties of Mr. Hart and Mr. Pope subject to the approval of the Burlington inspector?

A. Yes, sir; of course they have the privilege to cancel the trade if the inspector is unreasonable.

Q. You do not have to pay them for any ties that the Burlington inspector does not pass?

A. No, sir.

Q. So that really your inspector does not need to go along?

A. No, sir; except to have everything satisfactory.

Q. The fact is that when these railroad inspectors come around,

the Burlington inspector, for instance, he goes over the ties they have to deliver to you, and every tie he accepts he marks with a certain mark?

A. Yes, sir.

Q. And that marked tie is laid on the car?

A. Yes, sir.

Q. And that means the Burlington road is to pay you your price for it?

A. Yes, sir.

Q. And that you are to pay Hart or Pope their price for it?

A. Yes, sir.

Q. So that you are in no risk in purchasing these ties?

A. No, sir.

#### RE-DIRECT EXAMINATION.

Q. By Mr. Musick: Have you dealt in any sawed ties on this road?

A. No, sir; all of our sawed ties we have gotten over the Missouri Pacific; we have also had some over the Frisco; the lumber rate on the sawed ties we have shipped has not been raised; they have always been billed as lumber.

#### RE-CROSS-EXAMINATION.

Q. By Mr. Dana: You are familiar with the way in which lumber rates and tie rates are made generally?

A. Yes, sir.

Q. The tie rates are so much a tie?

A. Yes, sir; they are on the Fort Scott road; on the Frisco road they charge us so much a hundred pounds.

Q. How about the Missouri Pacific?

A. Our rate was so much a pound, and then we agreed upon a weight for the tie, 175 pounds.

Q. That is a rate per tie?

A. Yes, sir.

Q. It is very satisfactory to the dealers to have a tie rate?

A. Yes, sir.

Q. If you undertake to put ties on the track scales, and they were of variable weights, you never could tell what a car-load of ties was going to cost you?

A. No, sir.

Q. You do not sell lumber in the same way that you sell ties?

A. We do in substance, because we sell it at so much per thou-

sand feet, and we have to calculate how much a thousand feet will weigh and pay the freight on that.

Q. You always sell ties by the tie?

A. Yes, sir.

Q. The railroads will want so many ties to cover a certain amount of track?

A. Yes, sir.

Q. People who buy lumber will want it for a thousand different purposes?

A. Yes, sir.

#### RE-RE-DIRECT EXAMINATION.

Q. By Mr. Musick: What do you say you count as the weight of a tie?

A. 175 pounds is the accepted estimate; that is the estimate we agreed upon with the Missouri Pacific, and I notice that is the weight put on the bill of lading by the agents of the Fort Scott road in shipping, still they do not bill at so much per hundred pounds.

Q. How many ties are usually received on a car by this road?

A. Most of them 225; occasionally some 250.

Mr. Hart: You deal in lumber?

A. Yes, sir.

Mr. Hart: Now, for instance, you cut a piece of timber 16 feet long, and you hew eight feet of it in the dimensions of a tie, and then take it to the saw mill and saw the other eight feet in the dimensions of a tie, you cut the stick in two. It is about the same, but which were you charged the most freight for?

A. The sawed tie would go on the lumber rate, and the hewn tie at 30 cents each, which is more than the sawed tie.

Q. Do you know of any good reason why that should exist?

A. No, sir.

Mr. Dana: Do you know about the excess that is allowed above the marked capacity of a car?

A. I think it is 20 per cent.

Mr. Dana: You were speaking a while ago about having some contracts outstanding when the rate was increased.

A. Yes, sir.

Q. You called on Mr. Fletcher about that?

A. Yes, sir.

Q. And when you satisfied him that you had these contracts, you made an arrangement with him by which you were protected?

A. Yes, sir; we agreed with Mr. Fletcher that we would not ship a tie more than was represented by the contract.

Q. You were satisfied?

A. O, yes! Mr. Fletcher treated us very nicely, indeed, about that.

J. F. Lee, of lawful age, being produced, sworn and examined, as a witness on part of the complainants, testified as follows:

Q. Where do you reside?

A. Mountain Grove?

Q. Are you in business here?

A. Yes, sir; I am doing business with J. H. Robinett & Company.

Q. I will ask you whether Mr. Robinett has been dealing in railroad ties to any extent?

A. Some.

Q. I will ask you who you shipped ties to?

A. We first sold to Sedgewick & Company, and then sold to the Beekman-Sherwood Company of Kansas City.

Q. For what reason did you change from Sedgewick & Company to the Beekman-Sherwood Company?

A. Got more money for the ties, and better inspection.

Q. Who else dealt in ties here at the same time?

A. Candler & Son.

Q. Who did they sell to?

A. Sedgewick & Company.

Q. I will ask you whether or not Sedgewick & Company paid you as much for ties as they paid Candler & Sons?

A. No, sir.

Q. What was the difference?

A. Two cents, and much better inspection.

Q. How long did you continue to sell to Beekman & Company?

A. As long as they would take the ties.

Q. When did they cease taking your ties?

A. I do not remember the date.

Q. For what reason did they refuse to take the ties?

A. The railroad company advanced the rate, I think, so they told me.

Q. They could not handle your ties?

A. Could not handle the ties.

Q. Then what did you do after they refused to buy your ties?

A. I tried to make a contract with Sedgewick & Company; get back with them again.

Q. What was your success?

A. Could not do any business with them.

Q. What reason did they assign?

A. Never answered my letter.

Q. You wrote proposing to sell them ties?

A. Yes, sir; and also talked with the man who takes up their ties; he said he thought he could get me in with them, but never succeeded; they never answered my letter; when I commenced buying I paid the same prices as my competitors; in a few days my competitor advanced the price on me; I came up to him and he advanced it again, and finally froze me out of business; I had some ties on hand, and Sedgewick & Company would not take them off my hands; I asked their manager—

Q. Did he give you a reason?

A. Said he would have to see the firm; in a few days I got a letter from the Beekman-Sherwood Company telling me to load them up and ship them in to them; I suppose they were short some on their contract. They told me about having a guaranteed rate for a certain amount of ties.

Q. You say the ties advanced in price here after you commenced business?

A. Yes, sir.

Q. How much?

A. I believe it was two cents.

Q. I will ask you whether or not the price continues to advance here?

A. I believe it is about the same; I have not heard anyone say what they are getting for their ties lately.

Q. It is just about the same?

A. I suppose so; I do not know any difference.

#### CROSS-EXAMINATION.

Q. By Mr. Dana: Mr. Robinett is in business here at Mountain Grove?

A. Yes, sir.

Q. In the general merchandise business?

A. Yes, sir.

Q. How long have you been in his employ?

A. About ten years.

Q. When did you commence to buy ties?

A. I do not remember the date.

- Q. Within the year '99?
- A. Yes, sir.
- Q. Last summer?
- A. Yes, sir.
- Q. He bought them from these tie cutters who came in and wanted supplies?
- A. Yes, sir.
- Q. Paid for them in merchandise?
- A. Not all paid in merchandise; part in cash.
- Q. As a matter of fact there was some trade?
- A. We paid cash for the ties if the man wanted it, but if he wanted trade we gave him trade for them.
- Q. As a matter of fact you gave them more trade than you did cash?
- A. No, sir.
- Q. About half and half?
- A. Somewhere in that neighborhood.
- Q. You first sold ties to Sedgewick & Company?
- A. Yes, sir.
- Q. At what price.
- A. 24 cents.
- Q. Delivered on cars?
- A. No, sir; on the ground.
- Q. They loaded them?
- A. Yes, sir.
- Q. That was subject to inspection?
- A. Yes, sir; their men inspected them.
- Q. How long did you continue to sell to them?
- A. Then took up my ties I believe, once.
- Q. Then they said they could not give as much as 24 cents?
- A. No, sir; they did not say that.
- Q. Then you went to selling to Beekman & Co.
- A. Yes, sir.
- Q. What did they pay you?
- A. Twenty-six cents.
- Q. When did they commence to pay that?
- A. I do not remember the date, the first I sold them.
- Q. Was it before October?
- A. I could not say.
- Q. Did they agree to take any specific number from you?
- A. I believe the order read for so many ties; it was 26 cents

on the car; I loaded them; I said a while ago it was two cents difference; it would be one cent difference.

Q. What was the nature of these ties?

A. White oak.

Q. All of them?

A. Some of them we called post oak.

Q. Some red oak.

A. None that I know of.

Q. Do you know, as a matter of fact, that there are red oak ties gotten down here?

A. No, sir.

Q. Any spotted oak?

A. No, sir.

Q. Did you sell any red oak ties to Beekman?

A. Not that I know of; some fellow might have put one off on me, and I did not know the difference.

Q. In the main, they were white oak, and they worked in a few post oak?

A. A post oak would go as a white oak; I noticed my order read white oak, and I wrote to my house that we could not furnish all white oak, and that post oak down here went the same as white oak, and they wrote me back it was all the same thing.

Q. Later on, you say, you tried to sell to Sedgewick again?

A. Yes, sir.

Q. Did you mention any price?

A. No, sir.

Q. At what price could you, during December, have bought ties delivered here in Mountain Grove?

A. I believe we were paying 24 cents cash.

Q. Have you bought any the last two months?

A. I expect it is in the neighborhood of that time since we quit.

Q. You have not bought any since the last shipment you made to Beekman?

A. No, sir.

Q. Nor for some time before that?

A. It was not many days before that.

Q. You have not bought any since Beekman wrote you he could not pay you 26 cents on the cars for the ties?

A. No, sir.

Q. Do you know what ties have been selling at here since then?

A. I think they have been the same price.

Q. Do you know?

A. I know what Candler's have been paying for ties.

Q. What have they been paying for ties?

A. Twenty-four cents.

Q. That is, during the last thirty days?

A. I suppose so.

Q. Sixty days back?

A. Yes, sir.

Mr. Lowrie, re-called.

Mr. McCully: There is a part of your Burlington contract yet unfilled?

A. Yes, sir.

Mr. McCully: But you quit buying ties along the Fort Scott?

A. Yes, sir.

Mr. McCully: And yet Mr. Fletcher kindly agreed to take care of you for the unexpired part of that contract?

A. No, sir; for just such ties as we were compelled to take along the road, such as we had purchased.

Mr. Hart: I wish to say that I was not so fortunate as these other gentlemen. When my contract expired it left me with some ties on hand, and they are on hand today, and I am unable to move them except Mr. Sedgewick agreed to take up what ties I have for 24 cents, which is three cents less than I paid for them.

Mr. Hennessey: How many ties have you?

Mr. Hart: In the neighborhood of 1,000, culls and all.

Mr. Dana: When did you buy these ties?

Mr. Hart: During the existence of that contract between Mr. Beekman and myself.

Mr. Dana: Can you tell us about the month?

Mr. Hart: Right after Mr. Beekman informed me the rate was raised.

Mr. Dana: In November?

Mr. Hart: I think in October.

Mr. Dana: What was Beekman paying you?

Mr. Hart: Twenty-six cents; the first contract was 26 cents on board the cars; the last contract was 27 cents on board cars, and in order to keep up with my competitor I was compelled to pay 27 cents for the few ties I bought at the last.

Mr. Dana: And was left with about 1,000 ties on hand?

Mr. Hart: Yes, sir.

Mr. Flory: You have bought none since?

Mr. Hart: Yes, sir; we have a few customers out in the country



who were informed that we were buying ties, and they would come in and say, "Hart, we made these ties especially for you; we do not want to sell to these other people; they do not give us a right kind of inspection," and I would say, "Well, unload them."

Mr. Flory: How many have you bought in that way?

Mr. Hart: Probably 100.

George W. Rollins, of lawful age, being produced, sworn and examined as a witness on part of the complainants, testified as follows:

#### DIRECT EXAMINATION.

Q. By Mr. Musick: Where do you reside?

A. Cabool.

Q. Doing business there?

A. Yes, sir.

Q. I want to ask you if you know the price paid for ties there?

A. Twenty-three cents cash, and 25 cents in trade.

#### CROSS-EXAMINATION.

Q. By Mr. Dana: Is that now?

A. Yes, sir; I would say inside of thirty days, any way.

Q. How far is Cabool east of this place?

A. Ten miles.

This being all the evidence offered, the defendant company was given time in which to prepare and submit brief, as was also complainants' attorney, after which the decision of the Board was to be promulgated.

#### COMPLAINANTS' BRIEFS AND ARGUMENTS.

The theory of the law creating this Commission is that railroad corporations are quasi public institutions, entitled on the one hand to fair compensation for the services it renders to the public, and required on the other hand to render to the public good service on reasonable charges, that is to say, the railroad is entitled to full value for their services, while the public is entitled to full value in services for its money paid out.

As to the principles to be invoked and the manner of their application in fixing a fair rate for such exchange of values between the railroad companies and the patronizing public, the statutes of the State establish certain limitations within which this Commission is given large discretion. Obviously in this discussion the first objective is to discover, if we may, the correct interpretation to be placed on the statutory limitations. The statute declares that all

charges shall be just and reasonable; as there is no ambiguity in this language, the only question under it in any particular instance is, what is just and reasonable? The question now before the Commission is what is a just and reasonable charge for carrying railroad ties by the car load from Norwood, Mo., to Kansas City, Mo.? This is a question to be passed upon judicially by the Commission on all the facts at its command and in the same judicious manner that a court would be expected to pass on such a question.

As to particular classes of freights, particular shipping points and individual shippers it is obvious that a just and reasonable schedule of rates will as nearly as possible equalize charges to services rendered.

Neither a particular commodity, locality, or shipper should be favored where the result is to throw a greater burden on another, nor should a particular commodity, locality, or shipper be overcharged to the relief of another. On the contrary, every commodity, locality and shipper should stand equal with and before the railroads and all alike be fairly and equitably treated. This only is just and reasonable. This only meets the letter and spirit of the statutes. This is the elementary principle underlying the whole subject of freight rates.

The question now before this Commission is this: Does the recent advance of 43 per cent. in tie rates by the K. C., Ft. Scott & Memphis Railway Company on car-load shipments of ties from Norwood, Mo., to Kansas City, Mo., meet this requirement of reason and justice?

The following facts stand established before the Commission:

First. There was no other like advance of other rates and nothing in any way approaching such an advance.

Second. Before the advance Sedgewick & Co. of Kansas City were purchasing ties of W. J. Paden & Co. at Norwood, and of Candler & Son of Mt. Grove., and the Beekman-Sherwood Mercantile Co. of Kansas City were buying ties of J. E. Hart, and of Pope & Bradford, at Norwood, Mo., and of J. H. Robinett at Mt. Grove, Mo.

Third. That since the advance in rates Beekman-Sherwood Mercantile Company has been forced to discontinue purchases at Norwood and Mt. Grove, Mo.; and Hart and Pope & Bradford at Norwood, and Robinett at Mt. Grove have been compelled to discontinue purchasing because unable to dispose of their ties.

Fourth. That during all the time Paden & Co. at Norwood, and Candler & Son at Mt. Grove have continued to buy and ship ties to Sedgewick & Co. who have continued to buy of them.

Fifth. That sometime prior to the advance in tie rates J. E. Hart and Pope & Bradford at Norwood, and Robinett at Mt. Grove sold ties to Sedgewick & Co., but did not receive as much for their ties by 1 cent per tie as Sedgewick & Co. was at the time paying to Paden & Co. and to Candler & Son.

Sixth. That Beekman-Sherwood Mercantile Company, while it could afford to purchase ties at all, before the advance in rates, paid Hart, Pope & Bradford at Norwood, and Robinett at Mt. Grove, 2 cents per tie more than Sedgewick & Co. had theretofore paid them.

Seventh. That after Hart and Pope & Bradford commenced selling ties to Beekman-Sherwood Mercantile Company, the market price of ties advanced 2 to 3 cents per tie at Norwood.

Eighth. That after the advance in rates and the ceasing of Beekman-Sherwood Mercantile Company to buy ties in Norwood, Mt. Grove and Cabool, the price of ties paid to the makers declined about 1 to 2 cents per tie at those points.

Ninth. That Sedgewick & Co., since the advance, refused to buy ties of Hart, Pope & Bradford at Norwood, and of Robinett of Mt. Grove.

Tenth. That Sedgewick & Co. have announced that they cannot buy ties of more than one party at each shipping point.

Eleventh. That the purchasing agent of the K. C., Ft. S. & M. Railway Company stated that the company would buy ties of no one else than Sedgewick & Co., and that the company would have the ties shipped over its line if it had to charge \$1.00 per tie freight on them.

Twelfth. That the railroad company has covered the whole tie-producing country through which its line runs, to wit: From Turner, east on the main line and the branch with the same prohibitory rate of 30 cents per tie, or 17 cents per hundred pounds. It has absolutely shut out all free competition in the tie business in South Missouri and Arkansas.

Twelve and one-half. That at the old 21-cent rate the margin of profit was so small complainant could find no other purchaser for his ties than Beekman-Sherwood Mercantile Company, and the re-establishment of that rate would afford only temporarily relief as a slight depression in the tie market would again make it prohibitive.

Thirteenth. The cars used for shipping ties on this railroad run from 30,000 pounds capacity to 60,000 pounds capacity. The greater number and average seeming to be 40,000 pounds capacity cars.

Fourteenth. The average weight of ties shipped over the road is 175 pounds each.

Fifteenth. Shippers are permitted by regulation of the company to load the cars to 10 per cent. in excess of their marked capacity.

Sixteenth. The usual carriage of cars marked 30,000 pounds capacity is 200 ties; those marked 40,000 pounds capacity, 225 ties, and those marked 60,000 pounds capacity, 300 ties.

Seventeenth. On examination of the schedule of rates from Norwood, Mo., to Kansas City, Mo., from 1892 to 1899, a general downward tendency of freight rates is observed. The rates given are per hundred pounds and where set out otherwise I have endeavored to reduce them to the hundred pounds standard. The first year for which I have any data is 1892. Taking up the principal articles of shipment for which rates are made from Norwood to Kansas City, I find as follows:

A. Brick, 1892 (J. T. No. 67, 102. Taking effect April 21st, 1892), 11 cents per hundred pounds; 1898 (J. T., No. 13, 1889, taking effect October 27th, 1898), 10 cents. No change in 1899.

B. Stone, 11 cents in 1892,  $10\frac{3}{4}$  cents 1896 (J. T., No. 117B., effective September 9th, 1896), and 10 cents 1898.

C. Salt, 25 cents 1892, 18 cents 1896,  $15\frac{3}{4}$  cents 1898.

D. Sand, 11 cents 1892,  $10\frac{3}{4}$  cents 1896, and 9 cents 1898.

E. Wheat,  $26\frac{1}{2}$  cents 1892, 23 cents 1896, 21 cents 1898.

F. Flour,  $26\frac{1}{2}$  cents 1892, 23 cents 1896, 21 cents 1898.

G. Corn,  $19\frac{1}{4}$  cents 1892, 23 cents 1896, and 18 cents 1898.

H. Oats,  $19\frac{1}{4}$  cents 1892, 23 cents 1896, and 18 cents 1898.

I. Hay, 19 cents 1892,  $18\frac{1}{4}$  cents 1896, 15 cents 1898.

J. Lumber, 26 cents 1892,  $15\frac{1}{4}$  cents 1896, 15 cents 1899.

K. Apples,  $26\frac{1}{2}$  cents 1892, and 22 cents 1899.

L. Horses, N. R., \$116.00 per car in 1892, and \$60.00, N. R., in 1899.

M. Cattle, N. R., \$104.00 in 1892, and \$42.00, N. R., in 1899.

N. Hogs, N. R., \$104.00 in 1892, and \$45.00 in 1899.

O. Sheep, N. R., \$84.00 in 1892, and \$37.50 N. R., in 1899.

P. Fence posts, 26 cents per hundred pounds in 1892 and 10 cents in 1899.

Q. Cord wood, 7 cents in 1896, and 10 cents in 1898.

R. Coal,  $14\frac{1}{2}$  cents in 1892, and  $10\frac{3}{4}$  cents in 1896, and 13 cents in 1898.

The rates on all these articles except coal and cordwood has steadily declined, and I cannot find that the rates on any article of commerce from Norwood to Kansas City advanced in the year 1899 excepting only railroad ties, which are not any where rated in printed schedules so far as I can find.

With this general decline of freight rates on October 21st, 1899, the rates advanced on ties alone 43 per cent. Under the circumstances this is unreasonable and unjust, and therefore violative of the statutes. At least to justify such an advance the company should be able to show that prior to that time the rate on ties was disproportionately low; that it was far beneath what it should have been, compared with other articles of light character, but this the facts do not warrant. Of articles of the same class the rate 21 cents per tie or 12 cents per hundred pounds was already 20 per cent. higher than it was on brick, stone, fence posts and cord wood; 30 per cent. higher than it was on sand, and only  $8\frac{1}{2}$  per cent. lower than on coal.

As the tie rate now stands it is 30 per cent. higher than on coal, 70 per cent higher than on cord wood, fence posts, brick and stone, and 90 per cent. higher than on sand, all of the same class J.

Now there can be no kind of reason why the tie rates should be higher than on other articles of the same class J. The danger from wreckage is no greater; it takes no costlier cars to carry them, and costs no more to handle them. Therefore, it cannot be true that the tie rate before the advance was disproportionately low. On the contrary it was even then disproportionately high as compared with other articles of the same class.

The percentage of decline of freight rates was on brick from 1892 to 1898, 9 per cent.; on stone, 9 per cent.; on coal, 10 per cent.; on salt, from 1892 to 1896, 28 per cent.; and from 1896 to 1898, 13 per cent.

Salt declined 2 1-2 per cent. from 1892 to 1896, and 16 per cent. from 1896 to 1898. Wheat and flour declined 13 per cent. from 1892 to 1896, and 9 per cent. from 1896 to 1898. Corn and oats declined 22 per cent. from 1896 to 1898. Hay declined 9 per cent. from 1892 to 1896, and 17 1-4 per cent. from 1896 to 1898. Lumber declined 41 3-4 per cent. from 1892 to 1896, and 1 1-2 per cent. from 1896 to 1899. Fence posts declined 70 per cent from 1892 to 1899. Apples declined 5 3-4 per cent. from 1892 to 1898, and 6 per cent. from 1898 to 1899. Horses N. R. declined 48 per cent. from 1892 to 1899. Cattle N. E. declined 96 per cent. from 1892 to 1899. Hogs N. R. declined 56 3-4 per cent. from 1892 to 1899. Sheep declined 55 per cent. from 1892 to 1899.

We further believe the foregoing facts show that the acts of the railway company advancing tie rates 43 per cent. is not only unjust and unreasonable, and therefore violative of the statutes, but that it is wanton, extortionate and prohibitive, and intended to be so. That the whole purpose is to give Sedgwick & Co. and their dealers at the various shipping points along the road a complete

monopoly of the tie trade and to shut out all other dealers for the benefit of the railroad company.

But the railroad company claims that it is justified in the advance because, as it says, prosperity had struck the tie business and the price in Kansas City has advanced about 6 or 7 cent per tie. I think this argument would not be put forth regarding any other commodity, at least I have never understood that freight rates go up and down with the market prices of other commodities, or that when corn advances 10 cents on the market, the railroads are in the habit of advancing the freight rates 10 cents on the bushel. The schedule of rates furnished by the railroad company show nothing of the kind in the last 7 years. It is just and proper that the railroad companies should share in the general prosperity of the country and it is understood that they do share in it to a very large extent by and through the great increase of their volume of business, and as elsewhere conceded when and where freight rates are not compensatory they should be made so, but in this matter of the advanced of price of ties on the market, if such there be, it is very unjust and very unreasonable that the company should seek to divert to its own benefit all of this advance in price and more by covering all of it and more in running up the shipping rates. The timber owner is to get no benefit of the advance, the tie-maker none, the tie hauler none, the country dealer none, the city broker none; but it is all to be appropriated to the benefit of the railroad company. Indeed, the evidence shows that the advance of price in Kansas City, if such there be, has reacted against the tie-maker in the country, and sent the price to him down one to two cents. If this principle, insisted upon by the railroad company in regard to ties was applied to shipping rates generally, all profits would necessarily be appropriated by the carrier and trade and commerce would be strangled outright. But this is enough on this proposition, for with due respect to the gentlemen who advanced this argument it is too absurd for serious consideration.

Section 2674, Revised Statutes, 1889, create 7 classes of freights, D, E, F, G, H, I, J. Section 2675 fixes the maximum rates which the railroads may charge on these several classes, and on classes G, H, I and J, the rates are regulated by the car-load. Railroad ties are placed in class J. The distance from Norwood to Kansas City is 261 miles, and the maximum permissible charge on ties over said distance is \$35.00 per car-load.

Owing, perhaps, to the historical fact that when the statute was passed, 25 years ago, there was a much greater uniformity in the capacity of cars than now, it fails to define what number of pounds

or of articles shall constitute a car-load. Evidently the law-makers meant and intended that the maximum rate for a car carrying class J freights for the distance of 261 miles should be \$35.00. Evidently they considered such compensation for the use of a car ample and the highest that should be permitted. Taking this part of the section literally as it stands, a car-load would mean whatever number of pounds or of articles any particular car would safely and conveniently carry; but as pointed out by Judge Black, of the Supreme Court in the case of *Ross vs. K. C., St. J. & C. Ry. Co.*, 111 Mo. Reports, page 18, to give to this section and effect of this kind would defeat the general purpose of the statute by putting it in the power of the railroad company to exhibit the worst form of discrimination in giving large cars to favored shippers and small cars to disfavored ones, and Judge Black recognizes the policy and even the necessity of having regulation car-load established by the Commission in order to give the maximum limitations a definite and uniform application.

As I understand, the Commission has never fixed upon any definite number of railroad ties as constituting a statutory car-load. This proposition, if ever considered at all, is worked out *arguendo* and this railroad company, in making its advanced tie rate from Norwood to Kansas City, presumably, pursues a course of argumentation as to the flexibility of the statutory limitation of \$35.00 per car-load. The course of argument is, presumably, this: The Commission in its report, made in 1878, stated that they recognized ten tons as a car load, and Judge Black, in the opinion referred to, rendered April, 1892, on a question on an over-rate charged on wood, having no other data, took such recognition as a basis for finding what should, in the courts, be considered a car-load; and this railroad company, presumably taking the average weight of ties at 175 pounds, and dividing the said number of 20,000 pounds by 175, get 114 ties to the regulation car-load. This allows them to charge 30 cents per tie for carriage to Kansas City and still be within the statutory maximum of \$35.00 per car-load by a close margin, since 114 times 30 cents is \$34.20; but it will be shown hereafter that this railroad company has not consistently governed itself by this regulation.

This argumentative conclusion would seem sound, were it not for the fact that the condition of affairs under which the Commission made its report in 1878 has entirely changed. Then a 20,000-pound capacity was a customary or usual car standard, but since that the carrying capacity of cars has been gradually and continually increased, until now, as shown by evidence, for ties it runs from a marked capacity of 30,000 pounds to 60,000 pounds, with a recognized

carrying capacity of from 200 to 300 ties; the most frequent being 40,000 pounds of carrying capacity and 225 ties. Obviously this Commission could not now make a report saying the customary car capacity is 20,000 pounds, for such is not now the fact; therefore, it must be that the old finding of the Commission, as well as the dictum of the Supreme Court affirming the same, has long since ceased to express the facts of the case, and therefore to be a correct interpretation of the statutory phrase "car-load." As a consequence that phrase stands today without an authoritative definition, and what it should, and does mean, is an open question. As the Supreme Court, in 1892, looked to the Commission to say what should be considered as constituting a statutory car-load, so must the courts, the railroads and the shipping public, today look to this Commission for the present definition of a regulation car-load. This is a matter of exceeding great importance, resting in the discretion of the Commission; not in an arbitrary decision, however, but in a sound judicial discretion. The discretion is to establish what shall be the interpretation and meaning of a statutory phrase which has a far-reaching influence in the commercial and business affairs of the State. How is this discretion to be soundly and judicially exercised? Will this Commission say that because when the law was passed in 1875 a customary or average car-load was, as a matter of fact, about 20,000 pounds, that now with the carrying capacity of cars doubled and often trebled it shall still be only 20,000? And that the statute means the same with car capacity, two or three times as great, as it did then with the 20,000 pounds capacity? Can anyone doubt that if then the customary average car capacity had been 40,000 pounds that the Commission would have established that as the standard car-load, and said that such was the statutory meaning? I insist that the Commission's discretion is to be exercised in the same way and on the same principles exercised by the Commission in 1878 and approved by the Supreme Court. Then the Commission ascertained what was the customary, that is, the average as I take it, car capacity, and took that as a statutory car-load. I take it that this Commission should now proceed in the same way; it should ascertain not what is the present lowest carrying capacity, nor the highest allowable capacity; but the average capacity of cars used in carrying any class of freight and make that the regulation car-load. I do not see in what other way the Commission can proceed without ignoring the statutes. Anything else would seem to me to be wanting in judicial discretion. In 1878 the maximum tie rate was, as now, \$35.00 per car-load from Norwood to Kansas City. The average car would then carry 114 ties.



of the weight of 20,000 pounds, and the company could charge as a maximum 30 cents, giving it \$35.00 for the use of the car. Now 30,000 pounds capacity car, carrying 200 ties, earns \$60.00; and the 40,000 pounds capacity car, carrying 225 ties, earns \$67.50; and the evidence before the Commission undoubtedly shows that the 40,000 pounds capacity car is the average car in the tie business. The contention of the railroad company is, however, in the very teeth of the facts, that because the 20,000 pounds was found by the Commission to be a car-load in 1878, 20,000 pounds, in the meaning of the statutes is a car-load today.

Again the railroad company charges the same rates, and no more, on ties from Thayer, Missouri, to Kansas City, to wit: 30 cents, although the haul is 80 miles longer than from Norwood, to wit: 341 miles. The maximum rate from Thayer would be \$44.00 per car-load or 38 1-2 cents per tie on the 20,000-pound basis. That is to say, on a just and equalized schedule of rates, Thayer would have to pay 25 per cent. more on ties to Kansas City than Norwood. So with every station in the State on the main line east of Norwood and all the stations on the Current River branch. All these localities with a greater shipping distance have the same tie rate, to wit: 30 cents to Kansas City, and are thus favored at the expense of and in discrimination against Norwood. That is to say, they get much larger service from the railroad company for identically the same pay as Norwood, and thus Norwood is disproportionately taxed in the support of the company. This is not only unreasonably and unjust, but in violation of section 2636, Revised Statutes, 1889.

But there is a phase of the question which tends to show that in establishing its rates the railroad company is not disposed to yield obedience to either the statutes or the Commission, that is to say, that it does not regard either the statutory maximum, or the 20,000 pounds car-load basis of the old Commission as obligatory upon it. The same rate of 30 cents per tie is charged at all the stations as far west as Turner, 211 miles from Kansas City. Now the maximum statutory rate from Turner to Kansas City is \$30.00 per car, and even on the 20,000-pound basis, 26 1-3 cents per tie. Therefore, Turner pays 3 2-3 cents per tie more than the maximum allows, even on the 20,000-pound basis.

All this is done in the face of the fact that in 1892, April 21st (J. T. Nos. 67 and 102, page 12), it published as the Missouri statute rates on other articles in the same class J, to wit: coal, sand, stone, brick and wood a rate away below the present tie rate to wit: distance 261 miles from Norwood to Kansas City, 10 3-4 cents per hun-

dred pounds, from Mt. Grove to Kansas City, 11 cents; from Turner to Kansas City, 9 1-2 cents. Now if 10 3-4 cents per hundred pounds is the statutory limit on coal, sand, stone, brick and wood, the same limit should be taken as the statutory limit on ties. The railroad company has no right or power by any species of ledgerdmain to raise the statutory limit on one article in class J and not on the others. And this is proof positive that in rating these five articles in class J the company has not considered the 20,000 pounds as the car-load basis under the statute of the State, but has considered published, and acted upon 32,500 pounds as the statutory car-load. It seems to me that there is no evading this proposition. For having in 1892 adopted as a statutory car-load for all the articles scheduled in class J, 32,500 pounds, it has no right, seven and half years thereafter, to go back and attempt to say that the old 1878 standard of 20,000 pounds is a car-load for class J. True, it says on same page, "the car-load is 20,000 pounds, and car-load rates are based on this rate as a minimum, unless otherwise provided for;" but it is otherwise provided for here on all the other article of class J. scheduled as well as on class G, and not only otherwise provided for, but a different car-load, to wit: 32,500 pounds is declared to be the statutory car-load. It seems to me that the company, having in 1892 published and ever since acted upon its abrogation of the old car-load basis of 20,000 pounds as the statutory car-load, and established another instead, to wit: 32,500 pounds for all scheduled articles in class J, it should be held by the Commission to its own elected, established and published statutory standard car-load for all of class J, unless the Commission shall take the view here insisted upon that the average car capacity used in shipping commodities in class J should be established as the statutory car-load for that class of articles. This would make the maximum rate less than 19 cents per car and would give the company \$42.75 on an average car-load of 40,000 pounds, which would certainly be a rate more than just and reasonable to the road.

That the railroad company is dealing itself in the ties shipped over its own road is evidenced by the following now before the Commission:

First. The company has not had and has not now any published schedule of tie rates. Such rate is not given in any of the printed schedules where all other articles are rated. This is clearly in violation of section 2639, Revised Statutes, 1889, which requires that the rates on all articles commonly shipped over the road shall be established, printed, and published by the company.

Second. This company, like all other railroad companies, has to and does buy and use a large number of ties.

Third. It has advanced the tie rate to a prohibition point and frozen out all competition throughout all the tie country through which the road runs.

Fourth. When the 21-cent tie rate was established it was intended for and had the effect of a prohibitory rate, for the reason that ties were then selling at about 38 cents per tie in Kansas City.

Fifth. While as the company claim the price of ties have advanced in Kansas City to 58 cents, it has receded one to two cents where the ties are made and delivered.

Sixth. That the railroad company will only buy ties of Sedgewick & Co., and Sedgewick & Co. will only buy of Paden & Co. and Candler & Son at Mt. Grove.

Seventh. That when Sedgewick & Co. did buy of Hart, Pope and Bradford they paid them less for ties than they were paying to Paden & Company.

Eighth. That until the advance in rates Beekman-Sherwood Mercantile company paid Hart and Pope more for ties than Sedgewick & Co. paid to them, and more than the latter paid to Paden & Co.

Ninth. That after the advance in rates the price of ties declined at Norwood, Mt. Grove and Cabool.

Tenth. That the railroad company's purchasing agent told Hart that the company would have the ties if it had to raise the freight rate to \$1.00 per tie.

Eleventh. That since the advance in rates Sedgewick & Co. refused to buy ties of Hart and Pope of Norwood and of Robinett at Mt. Grove, and announce that they can only buy of one party at each station.

Twelfth. Neither Beekman-Sherwood Mercantile Company, Hart, Pope nor Robinett can handle ties since the advance in rates because they cannot find purchasers at the prices they have to ask after paying the freights.

Thirteenth. A letter from the purchasing agent of the Chicago, Burlington R. R. Co. just received and herewith attached and asked to be considered by the Commission as a part of the evidence in the case, states that the K. C., Ft. S. & M. R. R. Co. is furnishing ties to the Burlington Company.

Fourteenth. Mr. Jaques, purchasing agent for this R. R. Co., told Mr. Laury, of Beckman-Sherwood Mercantile Company, that if said mercantile company wanted to purchase ties this railroad company preferred to furnish them.

By section 2508, Revised Statutes, 1889, as well as by common law, the railroad company is clearly prohibited from dealing in ties except for its own use, and it is a law-breaker in having done so. The railroad company has just as much right in law and justice to deal in live stock, grain, fruit or any other products and establish prohibitory rates to freeze all other dealers out of the market as it has to do so with the ties.

Nearly all the ties delivered along the road are now brought from 8 to 20 miles and from 8 to 10 ties make an average wagon load, and one load per day is all the hauler can do. At present rates 26 cents per tie at Norwood the tie hauler, including the pay of 5 cents per tie for the timber and 10 cents per tie to the axman for making the tie, gets per day for himself, wagon and team, only \$1.68 to \$2.60; average at most. Taking out the timber and making, this leaves the hauler only from 60 cents to \$1.20 per day for himself, wagon and team, board, feed and repairs. These may be called starvation prices, and I take it that the freight rate should approximate a like small margin above actual cost of carriage.

The present rates give the company on net 30,000 pounds capacity cars, if loaded to full capacity, for horses \$60.00; cattle, \$42.00; hogs, double deck, \$45.00; sheep, double deck, \$37.50; wheat and flour, \$63.00; corn and oats, \$54.00; salt, \$47.00; brick and stone, \$30.00; sand, \$27.00; hay and lumber, \$45.00; apples \$66.00; coal, \$39.00; fence posts, \$30.00; cord wood, \$30.00; mining props and caps, \$30.00.

But a great many of these articles on account of bulk and lightness cannot be loaded to the car weight capacity. Such is the case with hay and live stock.

We insist that there is no reason why ties should be charged more than other articles of class J, to wit: 10 cents per hundred pounds which would make 17 1-2 cents per tie, or \$35.00 per car load of net 30,000 pounds, or \$38.50 with the permissible 10 per cent. added. This would be the same rate as cordwood, fence posts, brick and stone, higher than sand, and as we contend, taking due consideration of all the facts on which charges should be regulated, as high as anything on the schedule. To put ties at this rate, to wit: 17 cents per tie will be simply equalizing them with scheduled articles of class J, to wit: cord-wood, stone, fence posts, brick and sand; and as we further insist the whole class is already rated too high, considering all the facts heretofore pointed out, which should be weighed in regulating freights, and particularly considering the fact that cars carry ties with convenience and safety without risk or loss, to the full capacity and without the necessary presence of a free pas-

senger to superintend them as is the case in transportation of live stock. A rate of 15 cents per tie would, we insist, be remunerative to the railroad company, giving \$30.00 on 30,000 net pounds capacity, \$33.75 on 40,000 net capacity, and \$45.00 on 60,000 pounds net capacity counting the number of ties usually carried, according to the evidence.

If loaded to full capacity the earnings would be considerably more than these rates, and if to the allowable 10 per cent. excess of marked capacity, still more.

We insist further, that at this rate, if the railroad company would discontinue dealing in ties, and carry them as it does other freights, for the freight earnings, with the volume of tie business along its line in South Missouri, it will receive a larger freight remuneration and a better support to the business of the road than is obtainable from any other line of business at present freight rates. We believe a careful investigation of the subject would satisfy the Commission of the truth of this proposition. Therefore, we submit that 15 cents per tie would be a just and reasonable compensation to the railroad company for its services in transporting ties from Norwood, Missouri, to Kansas City, Missouri, and only just and reasonable to the tie-maker, hauler and dealer, and therefore the rate contemplated by the statutes.

This is a matter of considerable importance both to complainant and to the railroad company, but of vastly greater importance to the thousands of tie-makers and haulers along the company's railroad in South Missouri; for while, with the two former it is only a question of commercial profits, with the latter it is a question of daily wages and the means of livelihood for themselves and families. While complainant has a right to expect the Commission to justly equalibrate his commercial interests with the freight earnings of the railroad company, the tie-makers and haulers have the right to demand, and are expecting that the company shall be brought down to the strictest standard of equitable and statutory justice and reasonableness in the equilibration of their chance for living wage earnings with the fair compensatory carriage rate to which the company is entitled.

Most respectfully submitted,

THOS. H. MUSICK,

Att'y for Complainant.

*Before the Railroad and Warehouse Department of the State of Missouri: In the Matter of the Complaint of J. E. Hart Against the Kansas City, Fort Scott & Memphis Railroad Company.*

SUGGESTIONS AND ARGUMENT IN OPPOSITION TO THE COMPLAINT.

I.

The complaint is an attack upon the increase made October 21st, 1899, by respondent in its rate on railroad ties from Norwood and vicinity to Kansas City. There is no denial of the fact that the rate was increased from 21 cents per tie (the rate for a long time prior to said date) to 30 cents per tie. The charge in the complaint is that the increased rate is "unreasonable, unjust, exorbitant and prohibitive," and it seems to be further claimed, and an attempt made by mathematical computation to support the claim, that the rate exceeds the maximum rate fixed by the Missouri legislature many years ago and now in force upon railroad ties.

There was not a word of evidence tending to support the charge that the increased rate was either unreasonable, unjust, exorbitant or prohibitive. The evidence did show that Mr. Hart was unable at the time of the hearing (January 3rd, 1900,) to obtain ties at Norwood from the tie-makers at a price which tie dealers, picking up ties in that vicinity, would pay him, and such was the testimony of two or three others similarly situated. Neither Mr. Hart nor these other gentlemen referred to were lumber or tie dealers, but were dealers in merchandise at Norwood and other places in the vicinity, and for a few months, beginning in the summer of 1899, bought odd lots of ties from the tie makers as the latter got them out in the woods, paying for them partly in cash and partly in goods from their stores, and these gentlemen were able to dispose of some ties so purchased by them, delivered on the cars at their stations, to dealers who were picking up their ties there at prices which made a profit. But this situation changed long before October 21st, when respondent's rate was raised, and Mr. Hart and others similarly situated found that the regular, extensive tie dealers who made a business of ties were buying direct from the tie-maker and paying, Mr. Hart thought, more than he could afford to pay. This might well be the case, since it eliminated from the process of getting ties from the tie-makers to the market at

Kansas City one middleman and his profit, to wit: Mr. Hart and others similarly situated.

The testimony did show affirmatively by the evidence of the last witness testifying that at the time of the hearing, tie dealers were purchasing ties at Mountain Grove and other places in that territory at and for the sum of 24 cents per tie. Whether this was loaded on cars or not we do not remember, but the evidence showed that it cost only one cent per tie to place them on cars, and hence it would appear that the tie dealers, whose agents were in that territory were able to get ties delivered on cars for not to exceed 25 cents per tie at the very time when the hearing was had and some time before; add the freight rate to Kansas City of 30 cents and the ties would be delivered in the latter place f. o. b. cars at 54 or 55 cents; it appears from the affidavits filed by respondent that the price in the Kansas City market of first-class white oak ties (the complaint and testimony all concern this grade of ties) has been for several months 58 cents per tie. Considering that the tie dealers have little if any capital invested in the business, and that it is practically one of brokerage, the dealer being the middleman between the purchaser and the consumer, it would seem that a profit of 3 to 4 cents per tie ought to be considered satisfactory. It might be further suggested by way of argument that the service rendered to the tie by the railroad company, considering its investment in track, rolling stock, etc., and the risk it assumes in unloading the tie, its liability as a common carrier for safe transportation and delivery of the tie, and other things; that considering such service, risk and investment, the railroad is entitled to from 8 to 10 times as much for what it does as the tie dealer for what he does.

In this connection we venture to suggest to the honorable Commission that this complaint is not made by a producer of ties or of anything else nor by a consumer, but by a man who for a while made a speculative profit on ties for which he incurred absolutely no responsibility and did absolutely no work. He simply played the part of an extra middleman between the laborer in the woods who got out the ties and delivered them upon the cars at the station and the wholesale tie dealer in Kansas City who sold them to the consumer.

We desire in passing to merely mention the fact that there was not a scintilla of evidence offered before the Commission tending to support in any way the charges made in the complaint that other shippers of ties from Norwood to Kansas City secured a lower rate than respondent's tariff rate complained of, or that there was any ulterior object on the part of respondent in increasing the rate on

ties, or that Paden & Company or Sedgewick & Company are its agents with regard to ties or anything else, or that the rate on ties is in excess of respondent's rate on any other class of freight from Norwood to Kansas City, or in excess of the rates charged by it on ties from Norwood to other points. We will not, therefore, enlarge upon those charges.

## II.

As to the mathematical computation complained of in the complaint, it should be noted in the first place that it is based throughout on erroneous assumptions. In the first place, it is not true that tie shippers were allowed to load the cars of respondent to twenty per cent. in excess of their marked capacity; such loading is allowed to only ten per cent in excess of such capacity. Nor is it true that the testimony shows railroad ties to weigh 175 pounds on the average; it appears that no one ever weighs ties; they are not shipped by weight, either as between the maker and purchaser, the dealer and consumer or the shipper and carrier. It is true that the railroads bill them as averaging 175 pounds each, but that, as was explained at the hearing, is merely for the purpose of having some weight expressed in the billing. Nor is it correct, as stated in the complaint, that the maximum rate as fixed by the legislature of Missouri on articles in class J for a distance of 261 miles would be at the rate of 17 1-2 cents per tie when carried in cars of thirty thousand pounds capacity loaded to their full extent. On the contrary, the fact is that the maximum rate on such ties allowed by the legislature, when so shipped, is in excess of thirty cents per tie. This we shall attempt to show by figures.

In the first place it is to be remembered that this honorable body, long ago, in 1878, construed our maximum rate law as meaning where a car load rate was imposed that such rate applied to ten tons of two thousand pounds each; that is, that a car load as used in sections 2674 and 2675, Revised Statutes, 1889, meant twenty thousand pounds. This ruling was affirmed by the decision of the Supreme Court of the State in *Ross vs. Railroad Company*, 111 Mo. 18, to which, especially pages 26 and 27 we ask your honor's attention as containing reasoning very pertinent in the case before you. In that decision, as well as in the former and subsequent rulings of this Board, it was held that the maximum rate fixed by either of the sections named, with reference to any of the classes therein contained, by the car load, meant rate per twenty thousand pounds, and that for any excess in



weight above twenty thousand pounds the carrier could and should properly charge an additional amount at the same rate.

Now, for the carriage of ties, which are in class J, a distance of 261 miles the maximum rate fixed by our statute per car load, that is, for twenty thousand pounds, is \$35. An average weight of 200 pounds per tie, there would be in 20,000 pounds one hundred ties, which would justify a charge of 35 cents per tie. Even if the ties average a weight of but 175 pounds each, only 114 ties could be carried without weighing more than 20,000 pounds, which, at a rate of \$35 per car load, would justify a rate per tie of between 30 and 31 cents.

It is to be noted in this connection that the figures given in the complaint as to the number of ties which can be carried in cars of the various capacities therein named, for instance, 30,000 pounds and 40,000 pounds, etc., and as to the possible earnings from such cars on the basis of full loading to the excess allowed, are all erroneous. They assume an allowed excess of twenty per cent. above the marked capacity, and they also assume the average weight of ties to be 175 pounds each.

It is also to be noted that complainant's calculation that the maximum rate allowed by the statute per tie on a car loaded with 33,000 pounds of ties is 17 1-2 cents, is erroneous for the reason that he would allow respondent no more for carrying 20,000 pounds of ties than for carrying 60,000 pounds. The ruling of the Commission and the decision of the Supreme Court to which we have referred has done away with any pretense that such injustice has any support in law. The fact is that the legislative rate allows of a charge of over 30 cents per tie when the car contains 33,000 pounds of ties and the haul is 261 miles. We have seen that the rate for such distance is \$35 for 20,000 pounds, which would be 17 1-2 cents per hundred pounds of about 30 7-10 cents for 175 pounds, or exactly 35 cents for 200 pounds. Hence, assuming that the average weight of ties is somewhere between 175 and 200 pounds each, the rate for the distance named fixed by the legislature would be somewhere between 30 7-10 cents and 35 cents per tie.

It may not be improper to call the Commission's attention to the fact that lumber, which by the legislature has been placed in class G, is not allowed under the provisions of section 2675 of our statutes to carry as high a rate as ties or any other article in class J. One of the things of which Mr. Hart and his attorney at the hearing complained was, that upon other articles similar to ties and produced in the tie territory, the rates have not been increased. The files of the

Board will show an increase in December in rates on lumber, so that the rate from Norwood, for instance, per car load of 20,000 pounds is, and for more than a month has been, \$30, when the maximum rate allowed by our statute is but \$30.50. This strongly negatives any possible claim of discrimination against ties in freight rates.

### III.

A word in conclusion in justification of the present rate on ties, although we do not understand that the burden rests with the railroad company of any justification in this regard:

For years and while the price of ties was under 40 cents in the Kansas City market, the rate to that place from Norwood and vicinity was 21 cents. During the early part of 1899 the price of ties repeatedly increased, as did that of all other railroad material, so that in the summer of that year ties were selling in the Kansas City market as high as 58 cents per tie, which for the last four or five months has been the price (see affidavits filed by respondent).

That is, the price of ties in the Kansas City market increased over 50 per cent. After this increase, and when it appeared that all railroad companies were paying such an increase, respondent's rate was advanced a little over 40 per cent. The tie-makers and dealers, during all the time of the progress of the increase of the selling price of ties from 38 to 58 cents, had the benefit of the freight rate of 21 cents per tie. Was there anything unfair in the railroad company, which for every article it used and everything it did, had to pay an increased price, adding to its rate on ties a portion of the profit made by tie dealers and tie-makers? Especially when the increased price still leaves the rate below the maximum fixed years ago by the legislature of the State when ties were very much cheaper than now.

Is there any evidence before the Commission that this increased freight rate is objected to either by the man who makes or the man who uses the tie? We do not remember any. It may be, and of course must be the result of any increase in the expense of getting the tie to market that somebody's profit is diminished. It does not appear, however, that the profit of the maker has been diminished unreasonably, since he has not complained, nor does it appear that the cost to the consumer has been increased unreasonably, for the consumer is not complaining. Nor does it appear that there is not difference enough even now between the price asked by the producer and the price offered by the consumer to warrant the tie dealer, who makes that his business, in engaging in the brokerage of ties and bringing

the producer's product to the consumer's market. The most that can be claimed from the evidence given in support of this complaint is that there is not difference enough between what the tie producer will sell his product at Norwood or vicinity and what the tie dealer, who is in touch with the consumer, will pay for that product at Norwood to afford any profit to an intermediate broker like Mr. Hart.

We respectfully submit that this is no just ground of complaint and that Mr. Hart's complaint is not entitled to favorable consideration from the Board. He has not complained of his rates on the merchandise, which he is engaged in the business of buying and selling, nor is anyone complaining who is engaged in the business of making, handling, selling or using ties of the rates upon them.

The present rate, then, being less than that allowed by law, not being complained of by anyone not having any direct interest in the tie business, and being only a fraction of the increased selling price of ties, we submit is justified. At any rate there is no evidence whatever tending to establish the charges of the complaint as to its being unreasonable, unjust or in any way contrary to law.

We, therefore, respectfully submit that there is no occasion for any action on the part of the Board with reference to this rate and that none should be taken.

KANSAS CITY, FORT SCOTT & MEMPHIS R. R. CO.

By I. P. DANA, General Manager.

WALLACE PRATT, of Counsel.

### ANSWER OF DEFENDANT COMPANY.

*Before the Railroad and Warehouse Department of the State of Missouri: In the Matter of the Complaint of J. E. Hart Against the Kansas City, Fort Scott & Memphis Railroad Company.*

### ANSWER TO COMPLAINT.

Respondent admits that it is a corporation existing under and by virtue of the laws of the State of Missouri, and owning and operating a railroad running from Kansas City, Missouri, to many other places in said State, among them the town of Norwood, and that said Norwood is distant 261 miles from said Kansas City over respondent's road. Respondent also admits that since October 21st, 1899, its rate for the transportation of ties from Norwood to Kansas City has been and now is 30 cents per tie; but respondent denies that said rate is either unreasonable, unjust, exorbitant or prohibitive or in excess of

its rate on any other class of freight from Norwood to Kansas City, or in excess of its rates from Norwood to other points on the same class of freight. Respondent avers that said rate is uniformly charged to all shippers of ties from said Norwood to said Kansas City, and denies each and every averment of complainant to the contrary, whether express or implied.

Respondent admits that railroad ties belong to class J under the legislative classification fixed by section 2674, Revised Statutes of Missouri, 1889, and denies that the rate published and charged by it as aforesaid on ties from said Norwood to said Kansas City is in excess of the maximum rate fixed upon said class by the provisions of section 2675 of said statutes, but avers the fact to be that, on the contrary, it is less than said maximum rate.

Respondent denies each and every allegation contained in the complaint filed herein, except as hereinbefore admitted, and asks that said complaint be dismissed as being without merit and unsupported by evidence.

KANSAS CITY, FORT SCOTT & MEMPHIS R. R. CO.

By JAS. J. FLETCHER, Traffic Manager.

January 26, 1900.

James Harding, Esq., Sec'y Railroad Department, Jefferson City, Mo.:

Dear Sir—I have been confined to the house most of the time since the hearing at Mountain Grove in the Norwood tie case, and hence have not done what I desired to in the way of furnishing information to the honorable Board, but there have been secured, under my direction, some affidavits as to the price of ties in this market during the last year, and I enclose to you the following, which please file and call to the attention of the Board:

Affidavit of F. S. Hammond, tie dealer at Kansas City.

Affidavit of William H. Chapman, president of Chapman-Dewey Lumber and Land Company, at Kansas City, dealers in lumber and ties.

Affidavit of D. W. Rider, superintendent of Kansas City Belt Railway Company; purchaser of ties in this market.

Affidavit of George Yeomans, purchasing agent of the Chicago, Burlington & Quincy Railroad Company, and large purchaser of ties in this market.

Affidavit of A. D. Ward, purchasing agent of the Chicago Great Western Railway Company, also a purchaser of ties in this market.

I also enclose herewith the original complaint of James E. Hart against the railroad company, which was filed at Mountain Grove by plaintiff's attorney, Mr. Musick, and which the latter retained to copy and sent to me. I have sent to Mr. Musick copies of the above affidavits.

I will also enclose herewith an answer to Mr. Hart's complaint and some suggestions in regard thereto which have occurred to me; as I am still confined to the house I have not perhaps been able to do the matter justice, but it seems to me as though there was no equity in the complaint, and that with an increase in the price of ties at Kansas City of over fifty per cent. during the last year, an increase in the freight rate of but a little over thirty per cent. is not unreasonable.

Will you kindly submit the enclosed answer and suggestions to the Commission?

Yours truly,

I. P. DANA,

General Attorney.

Chicago, Jan. 4, 1900.

Mr. J. E. Hart, Norwood, Missouri:

Dear Sir—Your letter of December 30th received.

Our contract with the Ft. Scott road is to deliver the ties to us on cars at Kansas City, and I do not know what rate of freight is charged on them. I have never found that we could obtain as good a freight rate from other railroad companies as they were willing to give to shippers that were located on their own line.

Yours truly,

Geo. G. YEOMANS,

State of Missouri, }  
County of Jackson. } ss.

D. W. Rider, being duly sworn, on his oath, says:

I am superintendent of the Kansas City Belt Railway Company, a corporation owning and operating a railroad having about forty-seven miles of main and side tracks in and around Kansas City, Missouri, and Kansas City, Kansas. It is part of my business to order ties for the use of said corporation, and I have done so from time to time during my connection with the company which began October 11th, 1892. I have on several occasions ordered considerable quantities of ties, amounting to a good many thousands altogether, in the Kansas City market, since October, 1898, and from such experience I testify that the price of first-class white oak ties in that market during said period has been as follows: From October, 1898, to January, 1899, from forty-two to forty-five cents per tie; received fourteen thousand at the latter price in December, 1898; from January 1st, 1899, to September of the same year the price gradually increased to fifty-five cents, at which price I received over five thousand ties in August and September, 1899. The present price of first-class white oak ties in the Kansas City market f. o. b. cars is fifty-eight cents per tie.

D. W. RIDER.

Subscribed and sworn to before me this 13th day of January, 1900.

(Seal)

JOHN H. CRANDALL,

Notary Public.

State of Minnesota, }  
County of Ramsey. } ss.

A. D. Ward, being duly sworn, on his oath, says:

I am the purchasing agent of the Chicago Great Western Railway Company running, among other places, from St. Paul, Minnesota, to Kansas City, Missouri, and I know from actual experience the price of first-class white oak ties delivered f. o. b. cars in Kansas City market. The price during the last year has increased very materially,

and in November, 1899, I purchased in that market one hundred thousand ties, of the quality named, for future delivery, and agreed to pay therefor the sum of fifty-eight cents per tie.

A. D. WARD.

Subscribed and sworn to before me this 13th day of January, 1900.

(Seal)

JOHN M. BLAKELY,

Notary Public, Ramsey county, Minnesota.

State of Illinois, }  
Cook county. } ss.

George Yeomans, being duly sworn, on his oath, says:

I am purchasing agent for the Chicago, Burlington & Quincy Railroad Company, and as such have for a long time frequently purchased ties in Kansas City market. The price of first-class white oak ties in that market has increased materially from January 1st, 1899, to January 1st, 1900. During the first eight months of 1899 I purchased ties of the quality named in the Kansas City market in large quantities amounting to more than three hundred thousand at and for the price of forty-three and one-half cents per tie. Since that date, in the same year, I purchased over ninety thousand ties of the same quality in the same market, and had to pay fifty-eight cents per tie delivered f. o. b. cars, Kansas City.

GEORGE YEOMANS.

Subscribed and sworn to before me this 17th day of January, 1900.

(Seal)

JOSEPH A. CONNELL,

Notary Public.

State of Missouri, }  
County of Jackson. } ss.

William H. Chapman, being duly sworn, on oath, states:

That he is president of the Chapman-Dewey Lumber and Land Companies with his office at Kansas City, Jackson county, Missouri; that said companies own large bodies of timber land along the line of the Kansas City, Fort Scott & Memphis railroad, on which land are large quantities of timber suitable for cutting first-class white oak ties; that during the past five years, however, no ties have been cut from said land because of the prevailing low prices obtainable for them, but that in consequence of the continued steady advance in the price of such ties during the past year and a half or two years and the expected maintenance of higher prices for several years to come his company expects to soon resume the cutting and sale of such ties.

Affiant further states that he has knowledge of the prices at which first-class white oak ties have sold in the Kansas City market in the past and at which they are now selling; that in October, 1898, the price was under 40 cents per tie, sales having been made at 38 cents; that from that time the prices steadily advanced and in September and October, 1899, sales were made in considerable quantities at 58 cents per tie. The present price of first-class white oak ties in the Kansas City market f. o. b. cars is 58 cents per tie.

WILLIAM H. CHAPMAN.

Subscribed and sworn to before me this 19th day of January, 1900.

(Seal)

JOHN H. CRANDALL,

Notary Public.

My commission expires August 29, 1900.

State of Missouri, }  
County of Jackson. } ss.

F. S. Hammond, being duly sworn, on oath, states:

That he is a member of the firm of Hammond-Signor Tie Company, with his office at Kansas City, Jackson county, Missouri, where he has been located for the past two years and one-half or three years; that the business of the firm is that of tie contractors and it sells large quantities of first-class white oak ties in the Kansas City market. Affiant states that he has sold large quantities of such ties in the Kansas City market since October, 1897; that in December, 1897, he sold first-class white oak ties in that market at 38 cents per tie, selling a considerable quantity at that figure; that the price of such ties began to advance in the fall of 1898, and during the year following, 1898, steadily advanced; sales being made by him at 44c, 45c, 48c, 50c and 58c per tie, he having sold in the neighborhood of 200,000 along in July and December, 1899, at the latter figure; that he is selling that class of ties now in the Kansas City market at 55c to 58c per tie.

F. S. HAMMOND.

Subscribed and sworn to before me this 20th day of January, A. D. 1900.

(Seal)

JOHN H. CRANDALL,

Notary Public.

My commission expires August 29, 1900.

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }  
CITY OF JEFFERSON, February 5, 1900. }

*In the Matter of the Complaint of James E. Hart of Norwood, Missouri, vs. The Kansas City, Fort Scott & Memphis Railroad Company, on account of Alledged Exorbitant Charges and Discrimination in the Transportation of Railroad Ties From Norwood to Kansas City.*

Formal complaint was filed January 3rd, 1900.

Answer filed January 3rd, 1900.

Hearing was held at Mountain Grove, Mo., January 3rd, 1900.

Present the Railroad and Warehouse Commissioners—Joseph Flory, chairman, T. J. Hennessey and William E. McCully, Commissioners.

Complainant was represented by his attorney, Mr. Thos. H. Musick.

The defendant company was represented by its general attorney, Mr. I. P. Dana, and its freight traffic manager, J. J. Fletcher.

The complaint in the case sets forth that the rate of 30 cents per tie, as charged by the defendant for the transportation of railroad ties from Norwood to Kansas City is unreasonable, unjust, exorbitant and prohibitive, and as complainant believes, in excess of the rate on ties as charged other shippers of ties from Norwood to Kansas City, and as great as the rate charged by said company for the like transportation from points a much greater distance from Kansas City than is Norwood. Complainant also states under the provisions of the law regulating railroad charges in Missouri, thirty-five dollars (\$35) is the maximum charge allowed for the transportation of a car load of ties from Norwood to Kansas City, regardless of the weight of loading, the distance being as stated, 261 miles.

Complainant also sets forth that by reason of the increase in rate from 21 cents per tie to 30 cents per tie for the transportation of ties from Norwood to Kansas City no one excepting one business firm can purchase ties at Norwood and ship them for sale at Kansas City without loss. Complainant also states that he believes and charges that the defendant railroad company is itself dealing in ties contrary to law, and that two business firms named are its agents in buying and selling ties, and that the transportation rate on ties was purposely raised to an exorbitant amount in order to destroy all competition and give said company a monopoly of the tie business at Norwood.



The defendant company in answer denies each and every allegation in the complaint, excepting as to its corporate status and that it charges 30 cents per tie for the transportation of ties from Norwood to Kansas City.

Evidence was taken and briefs were subsequently filed by the respective attorneys.

The evidence heard and taken in the foregoing matter, and the arguments submitted by the attorneys have been fully and carefully considered by the Commissioners.

The questions arising in this case are as regards the reasonableness of the rate charged by the defendant company for the transportation of railroad ties from Norwood to Kansas City, and discrimination in rates made in favor of other shippers for such transportation.

The rate charged on ties from Norwood to Kansas City was, as shown by tariffs filed in this office, 21 cents per tie, and was in force from July 5th, 1895, to October 21st, 1899, when an increase of 9 cents per tie was put in effect, making the rate 30 cents per tie, which rate has been in force up to the present time. Affidavits filed in evidence show that for a long time previous to September, 1897, the price of first-class white oak ties in the Kansas City market was from 38 cents to 42 cents per tie (an average of 40 cents per tie), and that during the year 1898, the price was from 42 to 45 cents per tie (an average of 43 1-2 cents per tie) and that from January, 1899, to September of same year, the price steadily increased until October, 1899, when ties were sold in Kansas City for 58 cents per tie, which price still obtains, showing an increase in the average price of ties as prevailed prior to September, 1899, of 16.4 cents per tie, an increase of 39.46 per cent.

During all the time in which ties sold in Kansas City at from 38 cents to 45 cents per tie, the rate charged and collected for their transportation from Norwood was 21 cents per tie. This rate (being 50.48 per cent. of the average value of the tie) was charged and collected without complaint on the part of producers, shippers or consumers. It is not shown anywhere in the evidence offered that any complaint has been made by producers regarding the rate on ties either at 21 cents or 30 cents per tie.

The price of 58 cents per tie at Kansas City, being an increase of 38.46 per cent. over the average price of 41.6 cents per tie, seemed to the defendant company to be sufficient reason for an increase in the transportation rate, and, therefore, an increase from 21 cents to 30 cents per tie, amounting to 42.9 per cent., was put in force, the rate being 51.7 per cent. of value of tie, and the increase so made is

complained of by complainants as being exorbitant and prohibitive.

It appears from the evidence that the rate on ties was not increased until after the price of ties in Kansas City reached 58 cents per tie, the evidence showing a steady increase during 1899 in the price of ties at Kansas City, the increase being from 42 cents per tie to 44, 45, 48, 50 and 58 cents per tie, the last named being the market price at present.

The Commissioners have knowledge of a very material increase in the prices of everything required by railroad companies for the maintenance and operation of their roads. This increase varies on different articles from 20 to 100 per cent., and consequently the cost of the maintenance and operation of the roads has been increased very greatly. The managing officers of one of the large systems states that for the supplies necessary for the maintenance and operation of his roads the coming year the cost will exceed that for the same material for the preceding year by more than \$2,500,000. Every railroad is affected proportionately in like manner, and it seems but equitable to allow proportionate reasonable increase in rate on such commodities as have materially increased in value.

The Commissioners do not think that the contention of plaintiff's attorney that "statute" rates on ties in car loads must apply to car loads regardless of quantity or weight is well founded. This question has been definitely decided by the Supreme Court of Missouri (Ross vs. R. R. Co., 111 Mo. 18), wherein a ruling of this Commission on this subject, made in 1878, is fully sustained. A car load rate applying to all car loads, regardless of weights or quantity, would manifestly be a gross discrimination. It is, however, within the power of this Commission to determine or change at any time the minimum car load for any commodity, but they would not in so determining or changing such minimum car load, declare that any excess weight above such minimum should be carried without charge.

No evidence whatever was offered in any manner showing that any discrimination in rates, as charged in complaint, was made for the transportation of ties from Norwood to Kansas City, and so far as it relates to this particular matter the complaint is dismissed. Nor was there any evidence offered showing that the defendant company was itself dealing in railroad ties with Sedgewick & Company and Paden & Company as its agents in buying and selling ties or that the increase in the rate on ties from 21 to 30 cents per tie was for the purpose of destroying all competition and to give the defendant company a monopoly of the tie business at Norwood as charged in the complaint.

The rate on railroad ties as charged by the Kansas City, Fort Scott & Memphis Railroad Company is the same on car loads to Kansas City from a number of points a greater distance from Kansas City than is Norwood, the same rate applying in the State to Thayer, a point 79 miles beyond Norwood. This grouping of rates, as it is termed, is held by the Interstate Commerce Commission and courts to be proper, the rates so established not being in themselves unreasonable for any locality, the ruling being that "it is lawful for carriers to accept the same aggregate charge for long distances as for shorter ones, so long as it does not subject any person or any kind of traffic to any undue or unreasonable prejudice or disadvantage." There is nothing in the laws of Missouri prohibiting the grouping of rates as complained of in this case.

In determining the reasonableness of a rate on any commodity, its commercial value, as well as other considerations of a practical nature, must necessarily be taken into account. Mere conjecture or theory will not suffice, but the matter must be considered in all its bearings, and the reasonableness of a rate must be considered in view of all attending circumstances and conditions. When an advance in rates is made, the rate from which it is increased having been long maintained, as in the case herein presented, the reasons for such advance must be satisfactory and its reasonableness clearly shown. A reasonable rate for the transportation of any commodity must necessarily be one which will allow the business of producer, shipper and carrier to be successfully carried on, if possible. The interests of all concerned must be fully considered in the determination of a reasonable rate. A reasonable rate must be one which will allow the shipment and transportation of a commodity and leave a proper margin of profit, and at the same time be reasonably remunerative to the carrier.

The Commissioners have given the case here presented careful consideration, and in view of the facts presented and the condition and circumstances governing, are of the opinion that by reason of greatly changed conditions, which have necessarily been fully considered, a rate higher than 21 cents per tie for the transportation of railroad ties in car loads from Norwood to Kansas City is equitable and just, and they do hereby order that, taking effect on and after February 15th, 1900, the rate for such transportation shall be not to exceed 27 cents per tie.

By order of the Board of Railroad and Warehouse Commissioners.  
JOSEPH FLORY, Chairman.

Attest: JAMES HARDING, Secretary.

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }  
CITY OF JEFFERSON.

*In the Matter of the Complaint of J. S. Carr of Center, Missouri, against the St. Louis & Hannibal Railroad Company, Because of Refusal to Handle Chicago, Burlington & Quincy cars, for the Transportation of Railroad Ties.*

The meeting was called to order by the Chairman.

Present—The Chairman, Hon. Joseph Flory, Commissioners Hennessey and McCully.

The complainant was present in person, and was represented by his attorney, Mr. J. O. Allison.

The defendant company was represented by its attorneys, Messrs. Mahan and Hostetter, and its general freight and passenger agent, W. C. Modisett.

Hearing was held at Union Depot Hotel, Wednesday, March 14th, 1900, Hannibal, Missouri.

The complaint was as follows:

"I have a grievance in a railroad matter, which I will refer to you for some information. I am located on the St. Louis & Hannibal Railroad at Center, Mo., on which I have about 4,500 railroad cross-ties that I have sold under contract to the Burlington people, and they were inspected today by W. H. Schenck of that system, and the St. Louis & Hannibal R. R. Co. has refused to call for C., B. & Q. cars, which they have been handling for me to ship to destination, which would be St. Joseph, Mo., but claim they will furnish me their own cars as far as Hannibal, but will not suffer their cars to go over the Burlington system.

They gave me to understand that I would have to unload at Hannibal and reload into C., B. & Q. cars at my own expense and charge me four cents per hundred pounds actual weight for a twenty-mile haul and five dollars extra for switching, and one dollar per day demurrage until their cars are unloaded at Hannibal.

Please refer to sections Nos. 2624, 2629, 2674 and 2675, Vol. I, Revised Statutes of Mo., 1889, and advise me if in your judgment the St. Louis & Hannibal R. R. can force me to those extortionate rates and charges when the C., B. & Q. people offer to furnish the cars for me at Hannibal if the St. Louis & Hannibal R. R. will haul the cars out to Center to be loaded and back.

They have been using C., B. & Q. cars and are now using their

cars over their line and why should they make any discrimination against me?

Is there not some way that I can get cars to destination without reloading at Hannibal and paying those extortionate rates? Please advise me at once. I am,

Yours truly,

J. S. CARR."

The complainant, to sustain the issues on his part, introduced evidence as follows:

W. D. Myers, of lawful age, being produced, sworn and examined, testified as follows:

#### DIRECT EXAMINATION.

Q. By Mr. Allison: What is your business, Mr. Myers?

A. Well my business connection there—I am timber man, saw-mill and tie man, and I have been connected with the C., B. & Q. system in buying and shipping them material, timbers, and I have been buying at Center, and I have been shipping out from Center and they have charged me a four-cent rate on ties.

Q. Who has charged you that?

A. The St. Louis & Hannibal railroad.

Q. When you say you were connected with the C., B. & Q. you mean you have been buying ties at Center and selling them to that railroad company?

A. Yes, sir; that is all the connection I have with them; I just simply buy ties and sell them to the railroad company.

Q. You have a contract to sell them ties at so much a tie?

A. Yes, sir; I sell them at so much a tie, and I have been paying a four-cent rate from Center to Hannibal to have them shipped.

Q. (By Mr. Flory): Do you mean four cents per tie?

A. Yes, sir—no I have been paying a rate of four cents per hundred pounds from Center to Hannibal here in the last year or so. In the commencement they did give me, the St. Louis & Hannibal railroad, did give me a rate of \$12 a car when I first commenced at Center, and then they raised the rate to four cents per hundred pounds.

Mr. Flory: What do you mean when you say they gave you a rate by the car—so much a car load regardless of the number of ties?

A. No, sir; there was 225 ties to the car; they counted that a car load.

Mr. Hennessey: Is there any difference in the capacity of cars now in use and those in use at that time?

A. No, sir.

Mr. McCully: When was that that you had this car load rate?

A. Two years ago, and the last year they have been charging four cents per hundred pounds.

Mr. Mahan: I beg to call the Commission's attention to the fact that this seems to be outside of the complaint heretofore made, and we are not in shape to take it up now; we did not come prepared to answer that. We do not make any special objection to it, only we want to ask the Commission to give us time to make proper defense to these outside matters if the Commission sees proper to take them up.

Mr. Hennissey: It seems to me if you go into the reasonableness of the rate and the rate is inside of the statute rate, and you go into the question of whether it is reasonable or not, that would involve a thorough hearing and take considerable time.

Mr. Flory: This is not a rate question, as I understand it; the complaint is as to whether or not the St. Louis & Hannibal Railroad Company has refused to take from the C., B. & Q. and deliver to you at your place of shipment the C., B. & Q. cars for your ties, or to suffer their own cars to go through. That is the complaint as I understand it, and as the Commission understands it.

Mr. Mahan: It is not our purpose to be technical, and in drawing attention to the question we only desire to have the opportunity to examine into the matter, and produce evidence in regard to it later on if the Commissioners want to take it up here today. We did not understand the question of rates to enter into the complaint, and have not come prepared to go into that, but we have no objection provided we have the opportunity later on to meet any evidence the complainant may produce.

Mr. Flory: The Commission understand that the only question they can decide under this complaint is the one as to the refusal of cars in which to load ties—C., B. & Q. cars—and their refusal to allow their own cars to go off their own lines.

Mr. Allison: Then under that ruling I would ask the permission of the Commission to file a statement of complaint covering the rate question, and the question of discrimination.

Mr. Flory: That would be perfectly proper and right and the Board will always be glad to consider your complaints and to give you an opportunity to introduce evidence to support your claims, while at the same time, being under equal obligations to allow the defendant company the same privilege.

Q. (By Mr. Allison): Leaving out the question of rates, I will ask you, Mr. Meyers, what have you done in the way of getting cars,

or attempting to get cars, to ship your ties out from Center to destination?

A. With regard to the C., B. & Q. cars, Mr. Carr knows about that better than I do. Mr. Carr has applied—has went and ordered twenty cars to the destination, St. Joseph, Missouri. He has called for "Q." cars and they refused to furnish them.

Mr. Flory: Who refused?

A. The St. Louis & Hannibal agent at Center. He applied to the agent at Center for C., B. & Q. cars just the same as they had been furnishing all along, and they refused to furnish the C., B. & Q. cars; and then Mr. Carr went back again and ordered cars of any kind to ship the ties to destination, and the agent refused to send the message.

Q. (By Mr. Allison): Did the agent give any reason for his refusal?

A. He said he had instructions in what way to call for cars, and outside of that he would not call for them in any other way.

Q. When you applied for these cars from the agent at Center, these C., B. & Q. cars, you and Mr. Carr were together?

A. Yes, sir.

Q. You were both interested in this shipment?

A. Yes, sir.

Q. He furnishes the money?

A. Yes, sir.

Q. When you made application to the agent at Center for these cars the agent conferred with the superintendent, did he, or with the manager of the road concerning them?

A. I guess so.

Q. What do you know about that?

A. We did not know anything until after Mr. Carr received word that they would not furnish the cars, and then the agent brought out a notice, or statement, that he had there in the office, and claimed he had it for several days.

Q. Who did he say that was from?

A. From Mr. Modisett.

Q. Did you see these instructions that the agent had?

Mr. Mahan: I object to that; I think the instructions will speak best for themselves.

Q. (By Mr. Allison: Did you ever have a copy of these instructions?

A. No, sir.

Q. Were you permitted to have a copy?

A. I asked for it, but he would not do it.

Q. Did you see the instructions that he received in the office?

A. Yes, sir; and as near as I recollect they were that they would furnish their own equipment as far as Hannibal, and that the ties would have to be unloaded out of their cars there and reloaded in the C., B. & Q. cars, and they would charge \$5 for switching and a dollar a day for demurrage on the cars until the cars were unloaded.

Q. That was at Hannibal?

A. Yes, sir; that was the instruction as near as I can recollect. I won't say positively those were the very words, but it amounted to that.

Q. In addition to that, what rate was he to charge in addition to the switching and the dollar per day demurrage?

A. The regular rate.

Q. How much is that?

A. I suppose the regular rate as a general thing is four cents; that is what I had been paying; we had been paying that, four cents per hundred pounds.

Q. Where did you call—you and Mr. Carr—call for cars to; to what destination?

A. We called for them to St. Joe.

Q. From Center to St. Joe?

A. Yes, sir; twenty cars to St. Joe.

Q. And that was the answer the agent gave you and he had written instructions from the company to that effect?

A. Yes, sir; from Mr. Modisett.

Q. The cars were never furnished you?

A. No, sir.

Q. I will ask you if after that you called for cars generally, no special cars, just for cars, you asked the Hannibal & St. Louis Railroad Company to furnish you with twenty cars to make this shipment?

A. Yes, sir; Mr. Carr called there and I went with him over there and I heard Mr. Carr ask the agent for twenty cars to St. Joseph, Missouri, and the agent told him that he would not furnish them for St. Joe; that he had instructions there and that he could not furnish them to St. Joe, but he would furnish them as far as Hannibal, and Mr. Carr told him he did not want them that way; he wanted twenty cars, any kind of cars, for St. Joe, Missouri, from Center to St. Joe, and the agent said he would not call for them;



that they had instructions how to call for cars, and he would not call for them that way, and so we just had to turn around and walk out.

Q. They were never furnished you?

A. No, sir.

Q. Or to Mr. Carr?

A. No, sir.

Q. And the ties are there yet?

A. Yes, sir.

Q. How many ties have you?

A. 4,500.

Q. When was it you made this demand; about when?

A. Let's see; it was, I think, the 14th day of February that we made the demand for the cars the first time; and then along about between the 20th and the 23rd that we made the demand for cars in general; that is, any cars we could get; Mr. Carr did; we never got them.

Mr. Hennessey: What do you get for these ties?

A. Why, I get 45 and 22 1-2.

Mr. Hennessey: You get that for the best ties?

A. Yes, sir; f. o. b., their lines.

#### CROSS-EXAMINATION.

Q. (By Mr. Hostetter): Do you say you would get that much for ties delivered on track out there at Center?

A. No, sir; f. o. b., C., B. & Q. lines; anywhere they have lines.

Q. Mr. Myers, your first application to the St. Louis & Hannibal people was for C., B. & Q. cars?

A. Yes, sir; that is, Mr. Carr's application; Mr. Carr made the application for the cars.

Q. The only application you made was made to the station agent there at Center?

A. Yes, sir; that is the only way we had to get cars.

Q. Who was selling these ties, you or Mr. Carr?

A. Why, Mr. Carr; I was selling the ties through Mr. Carr. Mr. Carr here—the ties was to be shipped according to my contract, and the money, the vouchers, paid to Mr. Carr.

Q. You afterwards made a

A. Yes, sir; Mr. Carr made a

get.  
Q. Your second applica  
Joe?

A. Yes, sir.

Q. These two applications are the only applications you made, the first for C., B. & Q. cars and the second for any kind of cars through to St. Joe?

A. Yes, sir; those are the only applications we made.

#### RE-DIRECT EXAMINATION.

Q. By Mr. Allison: Did you ship out some sawed lumber, sawed ties, not long before this?

A. Yes, sir.

Q. Did they require you to unload these ties at Hannibal and reload them on to other cars there?

A. Yes, sir; my son—I went down South, and I had a load of sawed timber to be shipped from New London. My son did not know much about the business, and he went to the agent at Center—I lived at Center—

Q. How far is Center from New London?

A. About ten miles.

Q. And from Center to Hannibal, is how far?

A. Twenty miles.

Q. And from New London to Hannibal?

A. About ten miles. My son went to the agent there and ordered a car, a C., B. & Q. car.

Q. For you?

A. Yes, sir; to be loaded with sawed lumber for Lincoln, Nebraska, and went down the next day to New London to load it. He got down there and there was a C., B. & Q. car, and he went in and asked Mr. Hardsook, the agent there, if that was his car—

Mr. Mahan: I object to that because it is entirely irrelevant and foreign to the question at issue here.

Mr. Allison: It is simply to show that previous to this refusal to furnish C., B. & Q. cars they had also refused to furnish cars for other shipments, and had forced them to load in St. Louis & Hannibal cars at New London and then unload and load again in other cars here at Hannibal.

Mr. Foley: I think it is all right for that purpose, and I suggest that you answer the question direct, and not go into detail.

car, and he did not have the bill with him to bill out the car; he had forgotten it and left it at home, and he told Mr. Hardsook, the agent, that he would go back home and wire him the billing of that car.

Q. (By Mr. Allison): Just get down to the meat in the coconut and answer the question whether or not you have been furnished a car through to any point prior to this controversy?

A. Yes, sir.

Q. But in that particular case you did not get a car to Lincoln, Nebraska?

A. No, sir.

Q. Of any kind?

A. No, sir; of no kind.

Q. And the load of ties, or sawed lumber, what became of it? It was sent to Hannibal?

A. It was sent to Hannibal, and Mr. Modisett, the superintendent here, I guess it was him, wired back to me that there was a car of ties here that I would have to transfer before it could go any further. They had stopped the car here in Hannibal. My son gets on the train and comes up here and goes to Mr. Modisett and tells him that is was not ties in that car; that it was sawed lumber. There were no ties in that car, and Mr. Modisett told him that being that it was a mistake in the agent in billing the car out as ties, that he would only have to pay for reloading and that he would charge no switching on it.

Mr. Flory: Was that charge made?

A. Yes, sir.

Mr. Flory: And you paid it?

A. Yes, sir.

Q. (By Mr. Allison): Is that the bill you refer to?

A. Yes, sir; this is the bill of lading there that the agent gave my son at New London.

(Which said bill is hereto attached, and marked Exhibit "A.")

Q. And the lumber was reloaded at Hannibal?

A. Yes, sir.

Q. And you were charged for it?

A. Yes, sir.

Q. How much was it that you paid for sending the car from New London to Hannibal?

A. I think it was \$16.40.

Q. The amount expressed in that bill?

A. Yes, sir.

Q. Ten miles distant?

A. Yes, sir; \$16.46.

J. S. Carr, of lawful age, being produced, sworn and examined as a witness in his own behalf, testified as follows:

DIRECT EXAMINATION.

Q. By Mr. Allison: You live at Center, Missouri?

A. Yes, sir.

Q. You are cashier of the Farmers' and Merchants' Bank at Center?

A. Yes, sir.

Q. Mr. Carr, Mr. Myers stated that he had a contract for furnishing ties to the Burlington railroad, and that you were furnishing him the money for buying these ties.

A. Yes, sir.

Q. You were interested in the ties?

A. Yes, sir.

Q. And the shipments that have been made, or that were to be made were made in your name?

A. Yes, sir; the ties were invoiced from me to the C., B. & Q. people, and the returns for same were to be made to me.

Q. You have a contract to that effect?

A. Yes, sir.

Mr. Allison: I will offer this contract in evidence. The said contract is hereto attached, and marked Exhibit "C."

Q. How many ties have you out there at Center now?

A. Something about 4,500, I believe.

Q. How long have you had them there, most of them?

A. We have had them there since about the 13th or 14th of February; that is about the time when they were inspected.

Q. You have been endeavoring to ship them since that time?

A. Yes, sir.

Q. State what efforts you have made in that direction.

A. I think on or about the 14th of February Mr. Myers and myself called on the agent of the St. Louis & Hannibal railroad at Center, Missouri, and called for C., B. & Q. cars for ties, and he made the call, as I understand it, to Mr. Modisett for these cars; that is, he sent the order in to headquarters.

Q. From what point to what point did you want these cars?

A. From Center to Hannibal.

Mr. Flory: You mean you wanted to make a shipment from Center to Hannibal?

A. No, sir—

Q. (By Mr. Allison): Your shipment was to be from what point to what point?

A. From Center to St. Joe; and in response to that order the agent read us a telegram from Mr. Modisett, which stated, as near as I remember it, that we will not furnish foreign cars for ties, but will furnish our own cars as far as Hannibal, Missouri, where they will have to be unloaded, and we will charge the shipper five dollars for switching, and a dollar a day demurrage on the cars until they are unloaded.

Mr. Flory: How much time elapsed, Mr. Carr, between the time of making application for cars and your learning of this telegram?

A. About one hour; something like that; of course, it might have been a little longer.

Mr. McCully: It was all the same day?

A. Yes, sir; some few days afterwards; I forget just the date, I called for cars to destination and the agent refused to order them, stating that he had instructions from headquarters to the effect, the same in substance as the telegram which he read to me in response to my first call for cars.

Q. When you made that last call for cars did you call for C., B. & Q. cars or for cars generally to destination?

A. This call was for twenty cars, destination St. Joe—any kind of cars to destination.

Q. And the agent refused to ask for them as you have said?

A. Yes, sir.

Q. You never got the cars?

A. No, sir.

Q. Have never been able to ship the ties out?

A. No, sir.

Q. Were you connected with that shipment of sawed lumber?

A. Nothing more than the return was to be made to me; but the sawed lumber was invoiced from Mr. Myers, and the ties were invoiced from me.

Q. You were not present at that shipment?

A. No, sir; I know nothing about that case.

Q. I will ask you if that bill was paid, the freight of \$16 and some cents shown on that bill?

A. Yes, sir; that came in attached to the voucher for the amount of the sawed lumber, less the freight.

Q. I will ask you if you asked for a copy of the telegram which was sent from Hannibal to the agent at Center?

A. Yes, sir; and he refused to give it to me.

#### CROSS-EXAMINATION.

Q. By Mr. Mahan: Now, Mr. Carr, your first request was for "Q." cars?

A. Yes, sir.

Q. And your second request was to furnish through cars to destination?

A. Yes, sir; cars to destination.

Q. To go clear through without unloading?

A. The only request I made was for cars to destination.

Q. That is, from Center to St. Joe?

A. Yes, sir.

The defendant company, to sustain the issues on its part, introduced evidence as follows:

W. C. Modisett, of lawful age, being produced, sworn and examined, testified as follows:

#### DIRECT EXAMINATION.

Q. You may state your knowledge with reference to this matter in your own way, Mr. Modisett.

A. Well, I think it was January 10th we issued instructions to the agents to use our own equipment in handling ties north. They would be billed to Hannibal at tariff rates—

Mr. Flory: Do you mean January of the present year?

A. Yes, sir; I do not remember the exact date, but I think it was January 10th of this year, 1900. They were to be billed at tariff rate, actual weight, and were to be subject to demurrage charge according to the car service rules after arriving at Hannibal, and they would have to be transferred at Hannibal to foreign cars. We would not allow our cars to go off the line of the road. There was an order received from Center, I think, in which I think the order read for twenty cars, to be loaded for Missouri river points, possibly St. Joe may have been mentioned, and to be loaded through. I replied to the order referring the agent to the letter of instructions of whatever date it was. After that time I heard nothing further from it. We are willing to furnish our cars for use on our lines, and would have done so if we had received the order for them. We did not re-

ceive any order after that. I have never refused to furnish cars or to furnish our equipment for shipments over our own lines.

Mr. Flory: Have you any other officer, your private secretary, clerk or other party who might have received such an order and you not know about it?

A. We have a train dispatcher. The order might possibly have come to him. It is the rule in the office that a copy of all messages shall be laid on my desk. It might not have been in this case. It is possible that it might have occurred, but not at all probable.

Q. (By Mr. Hostetter): You are assistant superintendent of the St. Louis & Hannibal railroad?

A. Yes, sir.

Q. What were your reasons, Mr. Modisett, if any, for not desiring your cars to go off the line?

A. We were short of equipment. Our equipment being very limited we did not have cars. If the cars go off the line they are gone sometimes for months, and in several instances recently cars would be gone from eighteen to twenty-four months, and we have been trying, as all other lines have, to keep our equipment on the line of our own road.

Q. Did you ever refuse to furnish cars of your company to transport shipments from Center to Hannibal?

A. No, sir.

Q. Hannibal is the terminus of your line?

A. Yes, sir.

Q. Did the C., B. & Q. ever make any demand on you to transport their cars?

A. No, sir.

Q. Did they ever tender you any of their cars to be taken out there to be loaded?

A. No, sir.

Q. You had no communication with the Burlington people with reference to it, no demand was made by them, by that company to carry their cars out there to be loaded?

A. No, sir.

Q. Did Mr. Carr or Mr. Myers ever make a demand for empty cars to bring in ties from Center to Hannibal?

A. No, sir.

Q. Cars of your road?

A. No, sir.

Q. The only demand they made was for through cars from Center to St. Joe?

A. Yes, sir; we were ready to furnish our own cars to come as far as Hannibal.

Mr. Flory: I want to be clear on one point, and that is as to whether or not you or any one employed by you or connected with your railroad received at any time during the dates in question an order for C., B. & Q. cars or through cars of any kind for a St. Joe shipment, to your knowledge.

A. The order was received for cars to go through. The order read that they wanted to load cars to go through without transfer, but outside of that I know of no order for cars to be loaded with ties for St. Joe. We were asked to take cars out there to be loaded with ties, and in which there would be no transfer.

Mr. Flory: Did you make requisition upon the C., B. & Q. company for cars to be loaded on your line for St. Joseph or Missouri river points?

A. No, sir.

#### CROSS-EXAMINATION.

Q. By Mr. Allison: The order that you speak of was from the agent at Center?

A. Yes, sir.

Q. For how many cars?

A. Twenty cars.

Q. For Mr. Carr?

A. Yes, sir; J. S. Carr.

Q. From Center to St. Joseph?

A. To St. Joseph, Missouri, I think.

Q. Was that call for C., B. & Q. cars?

A. I think it called for twenty cars to load with ties for St. Joe; that is my recollection as to the way the message read.

Q. You did not send them?

A. No, sir; I referred the agent to our letter of instruction under date of January 10th.

Q. And that was that you would furnish cars to Hannibal for how much?

A. Tariff rate; actual weight.

Q. What was that?

A. Four cents; that is the statute rate.

Q. Four cents per hundred?

A. Yes, sir.

Q. And five dollars additional for switching?

A. Yes, sir; at Hannibal, and the cars to be subject to the rules



of the car service association at Hannibal relative to time for unloading.

Q. That is how much?

A. One dollar per car per day after the first twenty-four hours.

Q. One dollar per day per car while unloading?

A. Yes, sir; that is, if the cars were held for any length of time after the free loading time had expired. We could not afford to have the cars used for storage purposes, and this was a sort of rental charge after the limit had expired.

Q. How many ties or what weight make a car load?

A. That depends on the capacity of the car.

Q. You had at that time C., B. & Q. cars on your road in your possession?

A. I could not state; we may have had.

Q. Have you not all the time?

A. No, sir; not all the time; we do not carry a stock of C., B. & Q. cars.

Q. Did you make inquiry of your employees or agents to know whether or not you had any C., B. & Q. cars in your possession at that time?

A. No, sir.

Mr. Mahan: I think that is irrelevant. He would not have the right to use those cars simply because they were on the line of his road; they might be there for some other purpose.

Mr. Flory: I think he can tell what he knows about it.

A. (By Mr. Modisett): I could not say positively; I would have to look up the records. There might have been C., B. & Q. cars on the road that might have been received loaded. We receive their cars loaded more or less all the time; we receive them loaded with grain destined to points on our line.

Mr. Mahan: That was the purpose of my objection, that while there might have been C., B. & Q. cars on the road, they were there, perhaps, under the direction of somebody else.

Q. (By Mr. Allison): Did you ever receive a request from Mr. Carr for a car or cars, C., B. & Q. cars, or any kind of cars, to ship ties in?

A. I do not remember of any such request. Do you mean orders from the agent?

A. Yes, sir.

A. I do not remember of any order. Whether I ever had any conversation—

Q. Did he not request C., B. & Q. cars for the purpose of loading them with ties, to be sent to St. Joseph, in his order?

A. I think not. I think I have the order here, or a copy of it.

Q. I would like to see it.

A. This was the message that I received from the agent: "J. S. Carr of this place wants 20 cars to load with ties for St. Joseph, Mo. He asks that you forward cars that may be loaded to destination to avoid transfer at Hannibal. Your instructions of January 10th have been submitted to him. Please instruct me in regard to matter."

Q. Did you furnish those cars?

A. We did not refuse to furnish these cars; that is, to load as far as Hannibal with ties going through to St. Joe.

Mr. McCully: You never have refused to furnish your cars to be loaded with ties for Hannibal?

A. Certainly not.

Mr. McCully: It would not matter to you where they were going, you would always furnish your cars and haul them to Hannibal?

A. Yes, sir; yes, sir.

Q. (By Mr. Allison): That was the only information you got from the agent there about this matter?

A. That is all.

Q. What was your reply?

A. I referred him to his letter of instructions.

Q. Have you got that letter of instructions or a copy of it with you?

A. I think I have a copy of it here.

Q. And also your reply to the agent?

A. I have not a copy of the reply.

Q. I would ask you to submit them, if you please, the letter; that is, your letter of instruction, and your reply to this message.

Mr. Mahan: If the Commission please, I would suggest that we are perfectly willing to let you have these things, but in order to save time, I think it would be better to send them to you later on.

Q. Mr. Hodisett, you are in the habit of furnishing cars to destination when called for off of your line of road?

A. There are some cases where we have furnished them.

Q. Do you not do that whenever called for?

A. It depends altogether on the circumstances. We endeavor to use our own equipment so far as we can.

Mr. Flory: Are you not in the habit of furnishing your own equipment for points on the Wabash?

A. We endeavor to use the Wabash rolling stock to Wabash points as far as possible.

Mr. Mahan: And when you do that, is that not done under agreement or contract between the two roads?

A. Yes, sir. There is only one point on the Wabash where we use our own equipment all the time and that is to St. Louis proper.

Mr. Mahan: And that is under contract with the Wabash, and upon application from the Wabash?

A. Yes, sir; and they return our cars promptly. We endeavor to keep our cars in service all the time on our own lines and outside of St. Louis for Wabash points we endeavor to use their equipment as far as possible.

Q. (By Mr. Flory): Is it not the custom to make requisition upon other railroads for equipment to load for destination on the railways that you have made requisition on for cars?

A. Yes, sir.

Mr. Flory: Have you not done that with the C., B. & Q.?

A. We may have done that.

Q. (By Mr. Allison): In shipping ties to Hannibal you do not ship in "Q." cars very frequently?

A. Not very frequently; no, sir.

Q. I will ask you do you remember of an instance except in this case where you have been called on for cars for destination to any point in this State that you refused to get them to grant the request?

A. Yes, sir; there are several. We had a call for cars a short time ago that we refused.

Mr. Mahan: I object; that does not come under that statute.

Mr. Allison: That would show a discrimination as perhaps against these shippers in favor of other shippers and to other points.

Mr. Mahan: Do you mean to say, Mr. Modisett, that you have ordered cars for other people while refusing to order cars for these particular shipments?

A. No, sir; we have not.

Q. (By Mr. Allison): I will ask you if this winter you have not furnished through cars—to Tennessee for Mr. A. C. James, for a shipment of hay?

Mr. Mahan: That is not the same form or the same class of material?

Mr. Allison: It comes under the same section of the statutes.

Mr. Flory: The statutes will sustain them in keeping the cars on their own rails; but if discrimination is shown, that is an entirely different question.

Mr. Mahan: We have never had any information that there was a claim here of discrimination as between the different shippers, and I think we ought to have notice of what we are to meet, so we can have testimony to sustain our side of the controversy.

Mr. McCully: We can try the action for discrimination some other time, and we will say now that we will not attempt to pass upon that question in making up our decision on this complaint.

Mr. Allison: The statute speaks of there being an informal hearing, and the Commissioners may hear testimony and may require the attendance of witnesses—

Mr. McCully: That is true, and we will be glad to go into your complaint of discrimination whenever you file it, but I simply wanted to notify you and the others interested that we would not consider it in making up our decision in this particular case. If there has been discrimination we would be glad to know it, and for one I would not care whether it was a shipment of ties or a shipment of hay; so long as it was not perishable property the principle would be the same.

Q. (By Mr. Allison): I will ask you, Mr. Modisett, in shipping stock to Chicago from Perry, Center and New London, if you do not most always furnish C., B. & Q. cars and take them on through for the people there and ship to Chicago?

A. Yes, sir; that is done.

Q. And you do that every week?

A. Yes, sir; that is because we do not have stock cars enough of our own.

Mr. Mahan: And is not that done under an understanding between you and the "Q." on your application to the "Q." road?

A. Yes, sir.

Mr. Mahan: That is distinctly different from the application of an individual shipper on your road, is it not?

A. Yes, sir; I should think so.

Mr. McCully: Let me understand your position as to that. You do not mean to take the position that the railroad could agree with another railroad to furnish cars for certain kinds of shipments and not furnish them for other shipments to the detriment of an individual shipper, even of the lowest class of freight?

A. No, sir; it is not our intention to discriminate against anybody. We want the business and are ready to do what we can to secure it.

Q. (By Mr. Allison): I will ask you, Mr. Modisett—I will hand you this bill of lading, dated June 24th, 1899. That is for a shipment made from Orrville, just above Center, a shipment of ties to Laclede, Missouri, and was in a C. B. & Q. car, was it not?

A. Yes, sir.

Q. Why did you furnish that shipper with a foreign car?

A. I do not know under what circumstances that car was furnished; at the same time there is nothing in that bill of lading that says those cars should go through. It is immaterial what car it is loaded in; there is nothing in that bill of lading that says that the car shall go through.

Q. The car is billed from Orrwood, Mo., to Laclede, Mo.?

A. No, sir; it is billed to Hannibal. The bill of lading is simply the shipper's receipt, and the waybill will show that it was billed from Center to Hannibal. We would issue the same kind of bill of lading for a shipment to New York.

Q. This purports to be from Orrville to Laclede, Missouri?

A. There is quite a difference between a bill of lading and a waybill; the bill of lading is simply the shipper's receipt.

Q. Was it your intention that these goods should be unloaded at Hannibal?

A. Certainly not.

Q. Then it was a through shipment from Orrville to Laclede?

A. Yes, sir; I suppose so, and we would issue the same kind of a bill of lading if the shipment was only fifty pounds and was going from Center to New York, or even to Liverpool.

Q. It was a through shipment?

A. That bill does not specify that it was to go through in that same car.

Q. But those ties went through unloaded?

A. They might have done so in that instance, but that bill of lading is no guarantee that they did.

Q. If it had been shipped to Hannibal and unloaded and then shipped to Laclede this bill of lading would have read to Hannibal?

A. It would have to be shipped to Hannibal before it could go to Laclede. That is simply the shipper's receipt. If that shipment was going beyond, the car would still have had to come to Hannibal and the agent would have to make out another bill to St. Joseph, or to whatever point it is destined.

Q. That is the way your agent makes out a bill of lading for a through shipment?

A. Yes, sir; but this is simply a receipt for the shipper, showing that we received the goods from him on a certain date, and that they are to be shipped to a certain point. That car may have gone through and it may not.

Q. It was billed the same way, and all such shipments do go through?

A. No, sir.

Q. It is your practice to stop the car here and have it unloaded?

A. Let me explain to you again, Mr. Allison. There is a difference between a bill of lading and billing through. That is not a waybill. It is simply a receipt from the company to the shipper, showing that he shipped those goods from the original point of shipment. Billing through is a bill that the road makes to a point where they have billing arrangements. We billed that stuff—bill all freight to Hannibal, and then we make out a transfer just the same as if it was destined to Hannibal, and take it over and rebill it to destination.

Q. I will ask you if this is not the first case where people have called for cars to ship carload lots from one point to another in the State of Missouri that you have required them to reload at the end of your line—if this is not the very first instance?

A. These are general instructions in regard to ties; they are general instructions for that one kind of shipments.

Mr. Flory: These instructions just cover one commodity?

A. It covers ties.

Mr. Flory: Nothing more?

A. It covers all kinds of ties, cross ties and switch ties, and all agents have these instructions.

Mr. McCully: Does it cover lumber also, bridge lumber or sawed lumber?

A. No, sir; we have not taken that stand. It just simply covers cross-ties and switch ties, and all agents have the same instructions. There has been no discrimination. We have declined to furnish cars at other stations.

Q. (By Mr. Allison): In all of your shipments from points on your road to points on other roads you have not required reloading at the end of your line except as to ties?

A. No, sir; we have not as to other shipments.

Q. You found plenty of cars to accommodate all the other business to points on other roads?

A. Not by any means.

Q. You did not require them to unload?

A. We did not have the cars to furnish them. We have lost business because we did not have the cars.

Q. How did you lose business?

A. We lost business because we did not have the cars to accommodate our shippers. We have lost business by reason of lack of equipment right here in Hannibal.

Q. In how many cases have you failed or refused to furnish cars, through cars, for ties from points on your road?

A. We have not refused to furnish cars.

Q. But to furnish your cars for shipments of ties to points off of your road, through shipments?

A. This is the only instance.

Mr. Mahan: You mean this is the only instance since these instructions were given?

A. Yes, sir; the only instance since the instructions were given.

Q. (By Mr. Allison): Were not your instructions drawn especially for this case?

A. No, sir; they were not.

Q. From what other points have you had applications for cars?

A. From all stations along the line of the road.

Q. I will ask you if this trouble did not arise over the fact that Mr. Myers—

Mr. Mahan: I object to that; this is a complaint simply of a refusal on the part of the railroad company to furnish cars and what led up to the trouble, if there was any, has nothing to do with the case as it now stands.

Q. (By Mr. Allison): Well, then, I will ask you in this way. Did you not have a man there by the name of Mr. J. D. Pitts buying ties there at Center for your road?

A. He is buying ties at points on the line of the road. He buys ties and they are taken up by the roadmanster at different points along the line.

Q. And when Mr. Myers commenced buying ties, I will ask you, if he did not raise the price of ties at Center and compete with your agent at Center?

Mr. Flory: I will suggest, Mr. Allison, that the question for consideration is altogether as to whether or not the cars were refused for this shipment and whether they could have been produced when they were refused.

Q. (By Mr. Allison): Then I will ask you if you wrote that letter, Mr. Modisett?

A. Yes, sir; and I would like to make an explanation in regard to it.

Mr. Allison: I offer the letter in evidence and then you may make your explanation.

(Said letter is hereto attached and marked Exhibit "D.")

Mr. Mahan: We think it is irrelevant and has no connection with the matters involved here, and it does not enlighten the Commission on any point.

A. (By Mr. Modisett): I had a talk with Mr. Myers in regard to buying ties at Center. My understanding was Mr. Myers was going to leave Center and was going down somewhere south to get out timber for the C., B. & Q. He said that Mr. Baxter had been associated with him in the tie business and that he wanted to get out what he had and then he was going to withdraw from the tie business entirely. This Mr. Baxter was buying ties from Myers, and Mr. Myers seemed to be interested in him, and I wrote Mr. Baxter and told him to see Mr. Pitts and that if he wanted to buy ties at Center he could probably buy from Mr. Pitts, and this was written with the intention of helping Mr. Baxter out, and rather at Mr. Myers' suggestion.

Q. What do you mean in the letter just introduced in evidence by the phrase, "What arrangements that were made with Mr. Myers were not to reflect on anyone else."

A. Were not to reflect?

Q. Yes, sir.

A. Mr. Myers had ties to sell us, and we agreed to take them up, and we agreed to take them at a certain price, and there was no reflection on Mr. Baxter in any arrangements we might have with Mr. Myers.

Q. Did you not have a different arrangement with Mr. Baxter than that you had with Mr. Myers?

Mr. Mahan: We object to that, because it is irrelevant.

Mr. Flory: We think he may answer the question.

A. We did not, sir.

Q. Did you ever ship ties for other parties?

A. I cannot remember that.

Q. You never required reloading except as to Mr. Myers?

A. Prior to January 10th we did not require Mr. Myers to do it. There was a gentleman in the office the other day to make arrangements in regard to these instructions. We did not discriminate against Mr. Myers. It has applied to all the shippers.



W. E. Cunningham, of lawful age, being produced, sworn and examined, testified as follows:

DIRECT EXAMINATION. -

Q. (By Mr. Mahan): You are superintendent of the Burlington lines here?

A. Yes, sir.

Q. Did you ever make application about January 10th or a few weeks prior or after that to the St. Louis & Hannibal company to have them transport your empty cars into Center and out of Center?

A. No, sir.

Q. Your empty cars?

A. No, sir; that is, no special lot. There are cars interchanged every day, but there was no special lot for ties. We receive every day orders for cars, but the order for cars for ties we did not, at least, not for this specific case. Now, stock cars, we receive and transfer them every day here.

Q. In reference to this matter, you handle the Chicago freight for the short line?

A. Yes, sir; a portion of it.

Q. And by an arrangement you furnish your own cars to the short line?

A. We furnish C., B. & Q. cars, Street stable cars, Canda cattle cars and any kind of stock cars we happen to have on hand.

Q. And under an arrangement between the two companies you take freight from the short line to Chicago?

A. Yes, sir.

Mr. McCully: You would take their own cars loaded with stock just the same if they were offered you?

A. Yes, sir.

Mr. Flory: Let me ask you this, Mr. Cunningham, if Mr. Modisett was to make requisition for box cars for points west, if you had the cars you would furnish them to be loaded on his line, would you not?

A. We generally do.

Q. (By Mr. Mahan): Suppose a shipper on the line of the St. Louis & Hannibal road should make a requisition on you for cars to be loaded with ties or any commodity at Center, would you regard that you would have to furnish him that car?

A. We would expect the requisition to be made by the St. Louis & Hannibal people, not by the shipper; but if the shipper did ask us, then we would ask the road right away to make the requisition for the cars.

## CROSS-EXAMINATION.

Q. (By Mr. Allison): You say you have orders every day for cars, for C., B. & Q. cars, from the St. Louis & Hannibal railway?

A. Yes, sir; that is, quite often; nearly every day, if not every day. They order cars the same as any other road.

Q. They always get them?

A. Yes, if we can get them ourselves.

Q. You do not recollect an incident when you failed to furnish them with cars when they asked for them?

A. O, there are times when cars are scarce, when we cannot get cars to accommodate our own shippers.

Q. These cars are frequently, and most frequently, are for foreign points, to different points in this State and in other states?

A. Yes, or on the line of our road.

Q. And for all kinds of shipments; most all kinds of freight?

A. We would not send cars over there for coal.

Mr. Flory: You would send cars for ties if you had them?

A. Yes, sir.

Q. (By Mr. Allison): And you have done so?

A. Yes, sir.

Q. I will ask you if the short line has not most of the time, and had at the date of this attempt to get cars, had your cars in their possession?

A. I could not say positively about that. The assumption is that where we are exchanging cars every day there are more or less cars on each road.

Q. You have no data with you by which you could tell?

A. No, sir; I could not say positively; sometimes they might clear them all out.

## RE-DIRECT EXAMINATION.

Q. By Mr. Mahan: You are not in the habit of having a large number of cars standing around without any use at all?

A. No, sir.

Q. If they are on the road they are usually there for some particular purpose?

A. The only surplus cars would be stock cars, and they are not held very long.

## RE-CROSS EXAMINATION.

Q. (By Mr. Allison): I believe you stated that Mr. Modisett never made application to you or your road for cars to ship these ties?

A. No, sir.

Mr. Mahan: These were ties purchased by your road?

A. Yes, sir.

Mr. Mahan: Did you make any proposition to the St. Louis & Hannibal to take your empty cars out to Center for the purpose of loading them with these ties?

A. No, sir; nothing of the sort was done.

This being all the evidence offered on either side, the meeting was adjourned, the Commissioners reserving their finding and order in the matter of the complaint until a later date.

March 16, 1900—The following was received:

New London, Mo., March 16, 1900.

Joseph Flory, W. E. McCully and T. J. Hennessey, Railroad Commissioners, Jefferson City, Mo.:

Dear Sir—I am pleased to inform you that we have reached an agreement with the St. Louis & Hannibal Railway Company that is entirely satisfactory to Mr. Carr and Mr. Myers. They are to furnish through cars to St. Joseph at rates that are entirely satisfactory; so it will not be necessary for the Commission to take further action in this matter. I want to thank you for your prompt, efficient and faithful attention to this matter.

Yours truly,

J. O. ALLISON.

No further action was taken by the Board.

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A hearing of application for train connection at Higbee, Missouri, for the better accommodation of the public was held at Moberly, January 6, 1900, and decision made as follows:

STATE OF MISSOURI, RAILROAD AND WAREHOUSE DEPARTMENT, }  
CITY OF JEFFERSON, January 25, 1900. }

*In the Matter of Train Connection for the Accommodation of Persons Residing at Points North and West of Moberly, and Desiring to go to Points on the Line of the Chicago & Alton Railroad West of Higbee.*

The Commissioners having made full inquiry into and had careful consideration of the foregoing matter, are of opinion that connection between passenger trains of the Missouri, Kansas & Texas Railway Company, and of the Chicago & Alton Railroad Company, can be arranged at Higbee, Missouri, without detriment to the busi-

ness of the said companies or serious conflict with other more important or necessary connections on either of said lines, and do hereby order, as authorized and empowered by the provisions of sections 1210, 1211, 1212 and 1213 of the Revised Statutes of Missouri, 1899, that arrangements be made to take effect Sunday, February 25, 1900, by the general managers of the Missouri, Kansas & Texas Railway and the Chicago & Alton Railroad, for daily connections at Higbee, Missouri, between trains No. 1 of the Missouri, Kansas & Texas Railway and No. 48 of the Chicago & Alton Railroad, for the accommodation of passengers going south and west over the lines of the said companies.

By order of the Board of Railroad and Warehouse Commissioners.

JOSEPH FLORY,  
Chairman.

(Seal.)

Attest: JAMES HARDING, Secretary.

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*In the Matter of the Complaint of the Brownell Car Company of St. Louis vs. The Central Car Service Association on Account of Alleged Overcharge for Demurrage.*

Hearing held at St. Louis, January 15, 1900.

The Commission, having carefully considered the evidence taken in the foregoing matter decide that the charge of \$3.00 made by the Central Car Service Association, for demurrage on three cars of machinery as stated, was an improper charge under the circumstances presented, and if said charge has been paid by the Brownell Car Company the amount so paid must be at once refunded by the Central Car Service Association.

The Commissioners after careful consideration of the matter see no reason for the abrogation of rule 5 of the printed rules of the Central Car Service Association taking effect July 17, 1899, relative to "deliveries" as appears in said printed rules on page 5 the intent of the said rule being the expediting the loading and unloading of cars, the prompt movement of which is very essential in the transaction of business at important commercial centres such as St. Louis.

By order of the Railroad and Warehouse Commissioners.

JAMES HARDING,  
Secretary.



## PART V.

### GRAIN INSPECTION DEPARTMENT.

OFFICE OF RAILROAD AND WAREHOUSE COMMISSIONERS, }  
CITY OF JEFFERSON, January 9, 1900. }

Hon. Lon V. Stephens, Governor of Missouri:

Sir—The Railroad and Warehouse Commissioners, as required by law, herewith submit their report of the operations of the Warehouse Department for the year ending December 31, 1900.

It is impossible to close the various accounts and complete the annual report of inspection, weighing and storage so as to comply strictly with the law, which provides that this report be filed with the Governor not later than December 31st of each year. The reports of the Chief Inspector and Warehouse Registrar are made to the office at the earliest possible moment after the close of the year.

The operations of the Warehouse Department for the year 1900 were as follows:

Number of cars of wheat inspected on arrival at St. Louis.....	15,467
Number of cars of corn     "     "     " .....	13,442
Number of cars of oats     "     "     " .....	5,110
Number of cars of rye     "     "     " .....	370
Number of cars of barley     "     "     " .....	76
Total.....	35,465
Number of cars of wheat inspected on arrival at Kansas City.....	12,215
Number of cars of corn     "     "     " .....	3,696
Number of cars of oats     "     "     " .....	1,097
Number of cars of rye     "     "     " .....	884
Total.....	17,092
Number of cars of wheat inspected on arrival at St. Joseph .....	2,944
Number of cars of corn     "     "     " .....	1,622
Number of cars of oats     "     "     " .....	76
Number of cars of rye     "     "     " .....	12
Total.....	4,654
Total cars of grain inspected on arrival .....	57,211

## Inspections of grain in sacks on arrival at St. Louis were:

Wheat, sacks .....	507,133
Corn, " .....	10,001
Total .....	517,134

Inspection on arrival during the year 1900 as compared with similar inspections during 1899.

## ST. LOUIS.

	1900.	1899.
Increase in number of cars of wheat at St. Louis .....	9,532	.....
Increase in number of cars of corn " .....	1,503	.....
Decrease in number of cars of oats " .....		191
Decrease in number of cars of rye " .....		32
Decrease in number of cars of barley " .....		2
Totals .....	11,035	225

Net increase, 10,810 cars.

## KANSAS CITY.

	1900.	1899.
Increase in number of cars of wheat at Kansas City .....	1,810	.....
Decrease in number of cars of corn " .....		2,387
Decrease in number of cars of oats " .....		724
Decrease in number of cars of rye " .....		100
Totals .....	1,810	3,211

Net decrease, 1,401 cars.

## ST. JOSEPH.

	1900.	1899.
Increase in number of cars of wheat at St. Joseph .....	1,332	.....
Increase in number of cars of corn " .....	951	.....
Increase in number of cars of oats " .....	51	.....
Increase in number of cars of rye " .....	6	.....
Total .....	2,340	.....

Net increase, 2,340.

Total net increase in number of cars of grain.....	12,249
Total number of cars inspected in 1898.....	52,298
"      "      "      1899.....	44,962
"      "      "      1900.....	57,211

Number of sacks of grain inspected in 1899.....	181,822
Number of sacks of grain inspected in 1900.....	517,184
Increase.....	335,362

## Receipts into warehouse at St. Louis during 1900:

			Bushels.
Wheat.....	Cars. 6,148	Bu. 5,060,453	
Corn.....	8,274	6,820,447	
Oats.....	214	277,483	
Rye.....	23	17,401	
Barley.....	76	93,840	
Total.....	14,733		12,269,624
Wheat received by river.....		754,920	
Corn received by river.....		6,532	
Rye received by river.....		1,109	762,561
Wheat received by wagon.....		17,783	
Corn received by wagon.....		73,677	
Oats received by wagon.....		204	91,664
Wheat received by re-inspection.....		1,390,876	
Corn received by re-inspection.....		283,617	
Oats received by re-inspection.....		27,115	
Rye received by re-inspection.....		3,229	1,704,637
Total.....			14,828,686

	Total bushels.
Wheat.....	7,224,032
Corn.....	7,184,273
Oats.....	304,802
Rye.....	21,739
Barley.....	93,840
	14,828,686



## Shipments from store, St. Louis, during 1900:

		Bushels.
By rail, wheat.....	2,800,338	
By rail, corn.....	4,050,571	
By rail, oats.....	61,876	
By rail, rye.....	17,847	6,930,623
By river, wheat.....	227,619	
By river, corn.....	2,625,702	
By river, oats.....	175,847	3,020,168
By wagon, wheat.....	53,464	
By wagon, corn.....	92,942	
By wagon, oats.....	41,133	
By wagon, barley.....	68,021	255,560
By re-inspection, wheat.....	1,390,876	
By re-inspection, corn.....	283,617	
By re-inspection, oats.....	27,110	
By re-inspection, rye.....	3,229	1,704,837
Total shipments for year.....		11,320,188

## Balance grain in store, St. Louis, December 31, 1900:

	Bushels.
Wheat .....	3,392,194
Corn.....	461,195
Oats.....	27,401
Rye.....	4,254
Barley. ....	25,819
Total in store at St. Louis.....	3,910,863

## Receipts of grain into store at Kansas City during 1900:

	Bushels.
Wheat, 192 cars.....	174,664
Corn, 15 cars.....	13,036
Rye, 28 cars. ....	26,562
Total.....	214,262

## Shipments of grain from store at Kansas City during 1900:

	Bushels.
Wheat.....	64,231
Corn.....	11,844
Rye.....	17,897
Total.....	113,972

## Balance grain in store at Kansas City December 31, 1900:

	Bushels.
Wheat.....	90,433
Corn.....	1,192
Rye.....	8,665
Total.....	100,290

## Financial statement, year ending December 31, 1900:

Balance on hand January 1, 1900.....	\$2,594 04
Receipts, inspection and weighing fees.....	41,567 85
Total.....	\$44,161 89

## Disbursements:

Pay roll.....	\$31,111 17	
Expenses, office rent.....	4,257 63	\$35,368 80
Balance cash on hand December 31, 1900.....		\$8,793 09

Receipts in 1899, including balance on hand January 1.....	\$41,027 85
Disbursements in 1899.....	38,433 81
Balance on hand December 31, 1899.....	\$2,594 04
Receipts in 1900, including balance on hand January 1.....	\$44,161 89
Disbursements in 1900.....	35,368 80
Balance on hand December 31, 1900.....	\$8,793 09

Following this will be found the reports of the Chief Inspector and Warehouse Registrar, showing in detail the operations of the department in the inspection districts of St. Louis, Kansas City and St. Joseph, to which your attention is requested.

The administration of Mr. W. H. Goodding, Chief Inspector, has been marked by careful attention to the very important duties devolving upon him. To his excellent business methods and the care shown in details, the satisfactory results of the past year's business

can be attributed. Your attention is called to the very material reduction in cost of inspection, consequent upon the largely increased capacity of cars. The charge for the inspection of a car of wheat is fifty cents (in St. Louis). Formerly the car-load was about 650 bushels of wheat. Now the car load averages about 850 bushels, the saving to the owner being about 17 cents per car. This applied to St. Louis business alone, amounts to something over \$1,800.00. A corresponding reduction is effected as regards other grain.

The law regarding grain inspection in Missouri is giving general satisfaction. Inspectors are efficient, and Missouri grades are recognized in all markets.

Correspondence and action taken by the Board in matters pertaining to the Grain Department will be found in Appendix hereto.

Very respectfully,

JOSEPH FLORY,

T. J. HENNESSEY,

WM. E. McCULLY,

Railroad and Warehouse Commissioners.

## CORRESPONDENCE.

St. Louis, August 28, 1899.

Honorable Board of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—I enclose you herewith a letter from Mr. Broughton, supervising inspector at St. Joseph. As he says grain has been inspected by the Kansas City inspectors at places in Northwest Missouri, St. Joseph being among these places, I believe, however, in order to make the inspection law proof, Broughton ought to be authorized by your Board to inspect grain for Kansas City; or, in other words, he ought to be made a Kansas City inspector in addition to being the Supervising Inspector for St. Joseph.

Certificates could then be issued by the Kansas City Department stating on their face that there was inspected by Kansas City Inspector Broughton at M. Elevator, St. Joe, the following car or cars, etc.

This would be legal and at the same time accomplish the object mentioned in Broughton's letter, namely to give an inspection known and recognized abroad.

Will the Board kindly consider this matter and advise me of the result?

Very respectfully,

J. C. A. HILLER,

Chief Inspector.

St. Joseph, Mo., August 22, 1899.

Hon. J. C. A. Hiller, Chief Grain Inspector of Missouri, St. Louis, Mo.:

My Dear Mr. Hiller—The Iowa Development Company, who are operating the Maple Leaf Elevator here, came to me and asked me to see if I could not arrange with you so that I might give them Kansas City certificates on their wheat going out of here. They can sell a great deal of export wheat if they could get Kansas

City certificates. Mr. Nichols, of Chicago, who handles the export business, says the wheat he gets from here is a better quality than the Kansas City wheat, but foreigners don't know anything about St. Joseph grades, and most of them never heard of such a place as St. Joseph, Missouri, and will not buy on our inspection as we have no market established here. The vice-president of the Maple Leaf came to me and asked me if this could not be done. I told him I would write you and see what you said. Mr. O'Shea did this one year and every thing went without a word. If you could arrange this, it would help wonderfully, as there is much wheat west of us, and unless our people can get Kansas City certificates it will all pass right by us. I hope you will take this matter up and if possible arrange so that this can be done. I assure you the wheat going out of here will be good No. 2 hard wheat, and you will never hear from it again after the certificates are issued.

Yours very truly,

S. P. BROUGHTON,

Supervising Inspector.

Kansas City, Missouri, August 14, 1899.

S. P. Broughton, Grain Inspector, St. Joseph Mo.:

Dear Sir—We find that there is a discrimination in the Chicago and European markets against St. Joseph 2 hard wheat for the reason that Kansas City 2 hard wheat is deliverable on contract in Liverpool, and all exporters require Kansas City inspection certificates. The St. Joseph wheat is fully up to the Kansas City wheat in quality, yet cannot be sold for export. Cannot the certificates be made to conform to the Kansas City certificates? We expect to sell quite a lot of wheat from St. Joseph, and unless this can be done, will be stopped from doing so.

Yours truly,

IOWA DEVELOPMENT CO.,

By Arnold Kalman, Pres.

#### The following action was taken:

Hon. J. C. A. Hiller, Chief Grain Inspector, St. Louis, Missouri:

Dear Sir—By order of the Missouri Board of Railroad and Warehouse Commissioners, from and after September 1, 1899, St. Joseph will become a branch of the Kansas City Grain Inspection Department.

On and after date referred to inspectors at St. Joe, may, when requested, issue Kansas City certificate for the same, showing when and where said grain was inspected, and all inspectors are hereby authorized to issue certificates in accordance herewith.

All reports of inspections made at St. Joseph will be reported promptly at close of each month, to the chief inspector at St. Louis, Missouri, and the same must be included in the regular monthly report to the commissioners.

By order of the Board.

WM. E. McCULLY,

T. J. HENNESSEY.

Commissioners.

September 9, 1899.

Fairland, I. T., September 7, 1899.

State Warehouse Commissioner, Jefferson City, Mo.:

Dear Sir—We are having considerable friction in St. Louis on weights of cars of wheat, and we would like to ask you if you can afford us any relief against these continued shortages. We have good facilities for weighing as we have a shipping bin with a new Fairbanks scale in it.

The shortages run from 5 bushels on a car, up to 70 odd bushels, and on one car of corn we were short eleven thousand pounds (11,000).

Yours truly,

THE JAMES FALL ELEVATOR COMPANY.

Answered that the jurisdiction of this Department, as regards the weighing of grain at St. Louis, does not extend beyond the weighing

in and out of public warehouses. Much grain arriving at St. Louis, goes across the river to East St. Louis, and is not weighed by Missouri State weighers. It is quite probable, also, that grain in question was weighed by private weighers.

# REPORT OF CHIEF INSPECTOR.

---

OFFICE OF THE CHIEF INSPECTOR OF GRAIN FOR THE STATE OF MISSOURI, )  
St. Louis, January 8, 1901. }

To the Honorable Board of Railroad and Warehouse Commissioners, Jefferson City, Missouri:

Gentlemen—I have the honor to submit herewith the eleventh annual report of this department embracing its transactions for the year ending December 31, 1900, together with the usual tabulated statement showing the work of the department, its earnings and its expenditures.

Allow me to say as introductory, there is no department of State regulated by law so little understood by the general public as the Grain Inspection Department. As grain is bought and sold by grade the world over, therefore, when an inspector is placing a grade on grain he is necessarily fixing the value of said grain. I cannot conceive of a more equitable and just plan than the present one to serve the best interests of all parties concerned, as the inspectors' constant application and every day work coming in contact with all varieties and conditions of grain and being wholly uninterested, not knowing at the time they are inspecting the grain, who the shipper is or who the buyer may be, eminently better qualifies them for passing on the grade than anyone directly or indirectly interested in the grain business, as the judgment of human beings is prone to being guided or warped, in a measure, as their interests may appear.

On entering upon the administration as Chief Inspector, the 11th day of November, 1899, I found the receipts quite inadequate to meet the expenses of the office, necessitating a reduction in the working force of the department almost one-third at St. Louis and Kansas City. Also we succeeded in getting a reduction in office rent at St. Louis of 50 per cent. All of this without impairing the efficiency of the work to be done.

It is gratifying to be able to report the amount of funds in bank more than double what it was when entering upon the duties of the office. It will be observed that the grain business has increased very materially over the year 1899, and the expense to the shipper greatly reduced as the railroads have increased the capacity of their cars from six and eight hundred bushels per car to one thousand and twelve hundred bushels per car, for which we only charge fifty cents per car for inspection, making a difference of one-third to one-half more bushels for which we only receive the same fee for inspection. We also made a reduction in the fees from seventy-five cents to fifty cents per one thousand bushels on loading out into barges in order that there may be no discrimination between the barge company and railroads on account of increased capacity of cars. We also eliminated the weighing charge of one-eighth of one cent per sack for sack grain, believing one-half cent per sack for inspection fee for both weighing and inspection, sufficient, desiring to relieve the shipper of all the burden we can without impairing the service.

The territory adjacent to St. Louis is adapted to the growth of soft variety of winter wheat, better known in the markets as red winter wheat. This being a favorable season the yield was in a measure satisfactory, and the quality or grade would have been practically all No. 2 had it not been for the excessive rainfall during and after harvest, damaging much of the wheat and making it unfit to grade better

than No. 3 and grades below, also being more difficult to inspect, requiring time, skill and closer observation as to the condition which has much to do in passing on the grade.

The business at Kansas City has been much more satisfactory than that of 1899, a large per cent. of the wheat coming to that market being of the variety known as hard wheat. This wheat is principally grown in the states of Kansas and Nebraska, the soil and climate of those states being peculiarly adapted to this class of wheat, and by the way is becoming very popular, as many of our local mills are grinding and competing very successfully with the Northern hard wheat. The conditions at St. Joseph are practically the same as Kansas City.

Much credit is due my able assistants for the creditable condition and standing of the department. Fred H. Tedford, Deputy Chief Inspector, by his efficient management of the Kansas City Department, has placed it on a more satisfactory basis than at any time since the establishment of the Board. S. P. Broughton, Department Inspector, through his efforts has succeeded in making the St. Joseph office again self sustaining. M. C. Fears, Supervising Inspector at St. Louis, owing to his long experience with grain and his practical workings with grain elevators and his untiring energy to give the best service that can be had, renders him a very valuable man for the department. Without going further into detail to mention each personally, we have a splendid office force at St. Louis and Kansas City, intelligent, courteous gentlemen, who do all in their power to sustain a good reputation for the department. Also the inspectors, weighers and helpers all try to serve the department so as to render the public satisfactory results so much desired by all who may be interested in the grain business.

The department points with pride to the fact that during the last fourteen months there has only been three appeals made to the State Arbitration Committee, and in each and every case our inspectors have been sustained, which fact reflects great credit to the inspection force. Missouri inspection certificates at this time are recognized in all grain markets of the world as being correct or as much so as possible to make them. Your attention is further respectfully directed to the annual report of H. J. Flory, Warehouse Registrar, herewith filed.

Exhibit "A" shows the inspection on arrival of all grain received in cars during each month of the year at St. Louis, Kansas City and St. Joseph, respectively. This exhibit shows an increase over last year of about 27 per cent. in the number of inspections.

Exhibit "B" shows the number of sacks of each kind of grain received by river and in cars during each month of the year.

Exhibit "C" shows the financial transactions of the department, the receipts and disbursements for each month, together with the balance carried over from last year.

Thanking you for the assistance and hearty support given this department by your Board, I am,

Very respectfully,

W. H. GOODDING,

Chief Inspector of Grain.

## EXHIBIT "A"—No. 1.

## INSPECTION ON ARRIVAL AT ST. LOUIS, 1900.

## WHEAT.

Months.	2 Hard....	3 Hard....	2 Red .....	3 Red .....	4 Winter...	2 Spring...	3 Spring...	2 Mixed...	3 Mixed....	Rejected ..	No. grade..	Total.....
January .....	37	31	79	58	74	11	35	5	.....	25	2	357
February.....	45	39	53	63	88	9	30	.....	7	21	2	357
March.....	70	47	71	25	120	24	52	2	27	22	6	466
April.....	55	90	51	60	73	2	36	5	9	7	5	393
May.....	21	10	85	113	145	4	10	8	12	2	2	412
June.....	45	23	123	159	164	12	16	.....	9	11	3	565
July.....	237	79	1,593	718	252	12	14	54	16	34	34	3,043
August.....	705	262	1,015	1,015	450	21	17	8	20	84	71	3,668
September.....	523	277	559	810	310	4	6	13	19	53	79	2,653
October.....	452	238	456	443	158	12	28	14	15	53	211	2,080
November.....	201	132	287	326	72	3	9	3	7	27	74	1,141
December.....	358	224	241	330	102	3	11	7	17	18	21	1,332
Total.....	2,749	1,452	4,613	4,120	2,008	117	264	119	158	357	510	16,467

## EXHIBIT "A"—No. 2.

## INSPECTION ON ARRIVAL AT ST. LOUIS, 1900.

## CORN.

Months.	2 White....	3 White...	4 White....	2	3	4	No. grade..	Total.....
January.....	211	61	3	416	127	9	.....	821
February.....	527	117	25	607	125	9	5	1,415
March.....	476	136	37	800	136	11	1	1,597
April.....	486	241	12	1,245	305	18	5	2,312
May.....	150	65	10	328	123	7	5	688
June.....	520	91	19	557	152	24	6	1,369
July.....	269	79	4	250	79	25	6	712
August.....	300	74	12	131	38	19	6	580
September.....	149	39	9	133	63	26	3	422
October.....	184	140	28	325	277	65	30	1,049
November.....	44	58	15	411	127	9	2	666
December.....	145	326	15	714	573	38	.....	1,811
Total.....	3,461	1,427	189	5,911	2,125	260	69	13,442



EXHIBIT "A"—Nos. 3 AND 4.  
INSPECTION ON ARRIVAL AT ST. LOUIS, 1900.

Months.	Oats.							Rye.			
	2 White..	3 White..	4 White..	2	3	4	No grade.	Total.....	2	3	Total.....
January.....	93	300	173	18	12	10	2	608	11	18	29
February.....	116	104	114	5	14	8	2	333	9	15	24
March.....	80	151	170	40	30	9	1	481	13	9	22
April.....	26	235	272	15	28	21	1	598	15	13	28
May.....	86	139	230	16	19	4	4	498	19	6	25
June.....	40	111	122	12	16	11	3	315	1	8	9
July.....	50	153	79	47	53	22	.....	404	9	4	13
August.....	43	180	90	121	69	22	11	536	21	11	32
September.....	27	80	97	70	35	18	4	331	7	8	15
October.....	49	71	186	117	32	14	7	476	49	20	69
November.....	28	17	53	32	14	9	18	171	6	6	12
December.....	22	41	140	91	22	8	5	329	16	6	16
Total.....	660	1,582	1,726	584	344	156	58	5,110	176	118	294

EXHIBIT "A"—No. 5.  
INSPECTION ON ARRIVAL AT ST. LOUIS, 1900.

BARLEY.

Months.	2 Spring..	3 Spring..	spring. Rejected	Total.....
January.....				
February.....				
March.....				
April.....				
May.....				
June.....				
July.....				
August.....				
September.....				
October.....				
November.....	1	20		21
December.....		40	15	55
Total.....	1	60	15	76

## EXHIBIT "B."

## INSPECTION ON ARRIVAL AT ST. LOUIS (IN SACKS), 1900.

Months.	Wheat.					Corn.				
	2 Red....	3 Red....	4 Winter	Rejected	No grade	2 White.	3 White.	2	3	Total....
January.....										
February.....		111				477				588
March.....										
April.....										
May.....	406	175	154							735
June.....										
July.....	79,083	43,073	19,288	4,234	1,227					146,905
August.....	74,014	93,580	63,411	13,190	6,161		252	120		250,728
September.....	24,643	24,880	10,081	1,868	1,531		232			63,235
October.....	12,514	12,458	3,979	1,100	4,640		336			35,027
November.....	4,559	3,209	1,909	54	114	5,803	41	1,245	931	17,865
December.....	1,157	84		246		564				2,051
Total.....	196,376	177,570	98,822	20,692	13,673	6,844	861	1,365	931	517,134

## EXHIBIT "A."—No. 1.

## INSPECTION ON ARRIVAL AT KANSAS CITY, MO., 1900.

## WHEAT.

Months.	2 Hard.....	3 Hard.....	2 Red.....	3 Red.....	4 Winter	2 Spring....	3 Spring....	2 Mixed....	3 Mixed....	Rejected...	No grade...	Total.....
January.....	105	95	1	9	3	9	22	3	22	103	13	385
February.....	94	82	1	5	9	1	8	2	32	105	5	334
March.....	26	111	1	9	10		19	2	29	58	10	275
April.....	119	92		16	18	8	3	4	44	53	2	389
May.....	258	129	11	31	61	5	49	9	24	94	4	675
June.....	227	178	19	25	45	1	13	4	19	75	6	612
July.....	929	217	255	174	137	3	8	16	15	70	1	1,825
August.....	1,278	486	314	259	214	57	29	30	30	122	7	2,826
September.....	725	345	198	149	133	18	22	15	20	198		1,823
October.....	500	407	92	82	29	25	53	12	28	65	12	1,305
November.....	221	190	68	89	60	16	31	1	8	123		807
December.....	338	232	58	67	68	17	58	4	22	95		959
Total.....	4,820	2,564	1,018	915	787	160	345	102	283	1,161	60	12,215

## EXHIBIT "A."—No. 2.

## INSPECTION ON ARRIVAL AT KANSAS CITY, MO., 1900.

## CORN.

Months.	2 White....	3 White....	4 White....	2.....	3.....	4.....	No grade..	Total.....
January.....	61	22	5	145	46	4	.....	283
February.....	97	26	.....	100	23	1	2	249
March.....	91	15	.....	88	3	.....	1	198
April.....	86	15	.....	85	11	5	3	205
May.....	165	12	12	168	20	1	.....	378
June.....	154	9	6	144	23	12	3	351
July.....	200	21	7	125	24	3	7	387
August.....	5	7	29	89	9	2	3	144
September.....	102	26	5	120	10	3	1	267
October.....	138	22	11	132	54	12	14	383
November.....	81	29	9	176	42	4	11	352
December.....	128	53	5	210	97	6	.....	499
Total.....	1,308	257	89	1,582	302	53	45	3,696

## EXHIBIT "A."—Nos. 3 AND 4.

## INSPECTION ON ARRIVAL AT KANSAS CITY, MO., 1900.

Months.	Oats.								Rye.		
	2 White....	3 White....	4 White....	2	3	4	No grade..	Total.....	2	3	Total.....
January .....	12	17	11	8	12	8	1	69	2	9	11
February.....	10	35	5	9	21	3	.....	83	.....	3	3
March.....	3	10	1	4	17	1	.....	36	3	6	9
April.....	16	25	1	10	13	3	.....	68	5	.....	5
May.....	20	26	5	5	16	9	.....	81	1	1	2
June.....	47	8	8	4	18	8	.....	93	1	.....	1
July.....	19	1	1	17	14	17	.....	69	7	6	13
August.....	11	20	2	15	45	30	.....	123	16	12	28
September.....	6	18	1	28	67	14	3	137	1	2	3
October.....	18	24	3	31	44	16	.....	136	1	2	3
November.....	14	16	3	33	27	9	4	106	3	.....	3
December.....	11	26	1	27	26	5	.....	96	2	1	3
Total.....	187	226	42	191	320	123	8	1,097	42	42	84

## EXHIBIT "A"—No. 1.

## INSPECTION ON ARRIVAL AT ST. JOSEPH, MO., 1900.

## WHEAT.

Months.	2 Hard.....	3 Hard.....	2 Red.....	3 Red.....	4 Winter...	2 Spring...	3 Spring...	Rejected..	No grade..	Totals.....
January.....	18	13	.....	14	3	.....	4	2	.....	54
February.....	12	11	2	23	2	.....	3	.....	.....	53
March.....	6	8	.....	9	2	.....	1	1	.....	27
April.....	23	1	1	5	4	1	.....	.....	.....	35
May.....	11	.....	2	5	3	.....	.....	.....	.....	21
June.....	26	78	.....	14	5	.....	6	4	.....	133
July.....	54	13	80	10	1	.....	4	.....	.....	162
August.....	131	84	81	13	1	1	.....	.....	1	312
September.....	184	115	224	8	.....	4	2	.....	2	539
October.....	246	189	115	7	2	10	2	.....	.....	571
November.....	259	239	71	5	.....	6	1	.....	.....	581
December.....	229	117	89	10	1	6	3	1	.....	456
Totals.....	1,199	868	665	123	24	28	26	8	3	2,944

## EXHIBIT "A"—No. 2.

## INSPECTION ON ARRIVAL AT ST. JOSEPH, MO., 1900.

## CORN AND BARLEY.

Months.	2 White....	3 White....	4 White....	2 Corn.....	3 Corn.....	4 Corn.....	Total.....	Barley Rejected.....
January.....	.....	3	2	29	8	2	44	.....
February.....	11	1	1	57	4	2	76	.....
March.....	42	2	.....	300	24	.....	368	.....
April.....	114	2	.....	223	9	.....	348	.....
May.....	85	.....	.....	104	4	1	194	.....
June.....	33	.....	1	63	.....	22	119	.....
July.....	57	.....	3	78	5	3	146	.....
August.....	7	3	2	49	33	3	97	1
September.....	28	1	2	27	.....	4	62	.....
October.....	28	8	4	40	4	.....	84	4
November.....	5	.....	.....	4	1	.....	10	2
December.....	25	1	3	25	27	3	84	.....
Totals.....	435	21	18	999	119	40	1,622	7

**EXHIBIT "A"—Nos. 3 AND 4.**  
**INSPECTION ON ARRIVAL AT ST. JOSEPH, MO., 1900.**

Months.	Oats.							Rye.		
	2 White..	3 White..	4 White..	2	3	4	Total....	2	3	Total....
January.....										
February.....				1	7	1	9			
March.....	1	3		1	2		7			
April.....	10	11			1		22			
May.....	2	7					9			
June.....		16	3	2			21			
July.....	3				1		4			
August.....										
September.....			2				2			
October.....			1		1		2	8	2	10
November.....										
December.....								1	1	2
Total.....	13	40	6	4	12	1	76	9	3	12

**EXHIBIT "C."**  
**RECEIPTS AND DISBURSEMENTS, 1900.**

Months.	Cash receipts..	Pay rolls.....	Expenses.....	Total expendi- tures.....	Bank balances on last day of each month...
December 31, 1899, balance....	\$2,594 04				
1900.					
January.....	2,073 90	\$2,155 69	\$309 79	\$2,365 48	\$2,302 16
February.....	2,008 16	1,983 33	398 81	2,382 14	1,928 18
March.....	2,743 32	1,965 36	257 06	2,222 42	2,449 08
April.....	3,881 66	2,174 98	337 81	2,512 79	3,817 95
May.....	2,374 65	2,132 68	182 63	2,315 31	3,877 29
June.....	2,139 65	2,176 36	311 16	2,487 52	3,529 42
July.....	4,815 44	2,651 47	484 12	3,135 59	5,239 27
August.....	6,328 88	3,485 81	630 21	4,116 02	7,452 13
September.....	4,302 07	3,315 83	442 26	3,758 09	7,996 21
October.....	4,195 71	3,188 83	361 71	3,500 54	8,691 38
November.....	2,919 98	3,003 82	396 60	3,390 42	8,220 94
December.....	3,754 63	2,927 01	255 47	3,182 48	8,793 09
Total.....	\$44,161 89	\$31,111 17	\$4,257 63	\$35,368 80	

## ST. LOUIS, MO.

## COMPARING CAR RECEIPTS, 1899 and 1900.

Year.	Wheat.....	Corn.....	Oats.....	Rye.....	Barley.....	Totals.....	Total in-crease 1900.
1899.....	6,935	11,933	5,301	334	78	24,577	.....
1900.....	16,467	13,442	5,110	294	76	35,389	.....
Increase.....	9,532	1,503	.....	.....	.....	.....	10,812
Decrease.....	.....	.....	191	30	2	.....	.....

## COMPARING RECEIPTS OF SACK GRAIN, 1899 and 1900.

	Sacks.
1899.....	181,822
1900.....	517,134
Increase in 1900.....	335,312

## KANSAS CITY, MO.

## COMPARING CAR RECEIPTS, 1899 and 1900.

Years.	Wheat.....	Corn.....	Oats.....	Rye.....	Totals.
1899.....	10,405	6,083	1,821	184	18,493
1900.....	12,215	3,696	1,097	84	17,092
Increase.....	1,810	.....	.....	.....	.....
Decrease in 1900.....	.....	2,387	724	100	1,401

## ST. JOSEPH, MO.

## COMPARING CAR RECEIPTS, 1899 and 1900.

Years.	Wheat.....	Corn.....	Oats.....	Rye.....	Totals.
1899.....	1,112	671	25	6	1,814
1900.....	2,944	1,622	76	12	4,654
Increase in 1900.....	1,832	951	51	6	2,840

	1899.	1900.	Increase in 1900.
Total number of cars received at St. Louis.....	24,577	35,389	.....
"          "          Kansas City.....	18,493	17,002	.....
"          "          St. Joseph.....	1,814	4,654	.....
Totals.....	44,884	57,135	12,251

## COMPARING CASH RECEIPTS AND DISBURSEMENTS—1899 AND 1900.

		Pay rolls.	Expense account.	Total expenses.	Balance Dec. 31.
Balance December 31, 1898.....	\$11,684 17	.....	.....	.....	.....
Receipts, 1899.....	29,343 68	\$33,364 04	\$5,069 77	\$38,433 81	\$2,594 04
Balance December 31, 1899.....	\$2,594 04	.....	.....	.....	.....
Receipts, 1900.....	41,567 85	31,111 17	4,267 63	35,368 80	8,793 69
Increases.....	\$12,224 17	.....	.....	.....	\$6,199 05
Decreases.....	.....	\$2,252 87	\$812 14	\$3,065 01	.....

Increase in cash receipts. .... \$12,224 17  
 Decrease in operating expenses..... \$3,065 01  
 Increase in balance in bank, December 31, 1900..... \$6,199 05

# REPORT OF WAREHOUSE REGISTRAR.

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OFFICE OF THE CHIEF INSPECTOR OF GRAIN FOR THE STATE OF MISSOURI. }  
St. LOUIS, January 8, 1901. }

To the Hon. Board of Railroad and Warehouse Commissioners, Jefferson City, Mo.:

Gentlemen—I beg leave to submit herewith the tenth annual report of this office for the year ending December 31, 1900.

The total number of cars received in store during the year was 14,735 as against 8,085 received in 1899. The average number of bushels per car of each kind of grain received from cars was: Wheat, 822 bushels; corn, 824 bushels; oats, 1,296 bushels; rye, 528 bushels; barley, 1,235 bushels.

Grain in store.—The entire stock of grain in store in the public warehouses of the city of St. Louis at the close of the year ending December 31, 1900, was 3,910,863 bushels.

Shipments from store.—The total shipments from store during the year for which this report is made amounted to 11,929,188 bushels, as against 6,862,723 bushels in the year 1899.

Appended hereto you will find the tabulated statement in detail of the business of this office during the past year

Thanking you, in conclusion, for the able assistance you have rendered this branch of the Grain Inspection Department at all times, I remain,

Very respectfully,

H. J. FLORY,  
Warehouse Registrar.



## EXHIBIT

## RECEIPTS INTO STORE OF WHEAT DURING

Warehouse.	Totals.	2 Red W.	3 Red W.	4 Winter.	Rej. W.	2 Hd. W.	3 Hd. W.	4 Hd. W.
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
B'rling'n Ele.	1,753,169 ..	605,931 10	378,699 ..	155,275 ..	56,429 ..	368,497 30	124,003 ..	11,244 50
St. Louis.....	1,886,728 10	740,989 10	609,369 10	346,461 10	51,538 50	24,994 50	33,330 30	13,205 50
Merchants' A.	383,997 50	269,180 ..	87,696 30	16,729 40	5,209 30	.....	.....	.....
Farmers' Ele.	2,055,883 ..	759,841 30	808,785 10	357,595 ..	45,251 50	33,083 50	3,281 50	3,423 30
Central B.....	1,144,254 30	330,821 40	320,432 40	128,375 10	16,102 10	197,612 40	81,834 40	18,516 ..
Total wheat	7,224,032 30	2,706,772 30	2,204,982 30	1,004,436 00	174,530 20	623,588 10	245,450 00	46,390 10

## SHIPMENTS OF WHEAT DURING

Warehouse.	Totals.	2 Red W.	3 Red W.	4 Winter.	Rej. W.	2 Hd. W.	3 Hd. W.	4 Hd. W.
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
B'rling'n ele..	1,583,464 50	575,318 50	242,412 ..	181,161 20	54,594 30	369,257 20	105,673 20	15,581 10
St. Louis.....	1,303,630 20	695,592 ..	427,374 40	117,618 50	33,969 ..	.....	3,192 40	3,242 10
Merchants' A.	168,404 30	78,020 ..	66,457 50	14,884 40	4,562 10	.....	.....	.....
Farmers' ele..	899,569 20	227,272 ..	329,455 10	241,035 ..	31,702 40	32,801 ..	1,563 40	3,423 30
Central B.....	527,528 20	155,739 20	154,734 50	62,181 50	1,919 50	38,052 ..	56,221 ..	16,193 ..
Total wheat	4,472,297 20	1,731,942 10	1,220,434 30	616,881 50	128,748 10	440,110 20	166,650 40	38,709 50

"A."

YEAR ENDING DECEMBER 31, 1900, ST. LOUIS, MO.

Rej. Hd.	2 Spring.	3 Spring.	4 Spring.	Rej. S.	2 Mixed.	3 Mixed.	4 Mixed.	Rejc'ted Mixed.	No. grade.
Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
.....	1,466 30	7,183 50	2,133 40	.....	11,514 10	13,335 40	2,373 30	652 ..	13,530 10
1,576 ..	.....	2,281 ..	457 50	2,482 40	16,015 30	13,478 30	2,057 40	.....	26,489 30
.....	.....	602 ..	.....	.....	.....	492 20	.....	.....	4,179 50
432 50	1,120 50	4,068 10	15,143 40	1,671 10	.....	666 40	989 10	.....	20,527 50
.....	1,178 40	.....	1,805 ..	.....	2,827 40	3,801 50	2,394 ..	697 50	38,355 10
2,008 50	3,766 ..	14,035 ..	19,540 10	4,153 50	30,357 20	31,775 00	7,814 20	1,349 50	103,082 30

YEAR ENDING DECEMBER 31, 1900, ST. LOUIS, MO.

Rej. Hd.	2 Spring.	3 Spring.	4 Spring.	Rej. S.	2 Mixed.	3 Mixed.	4 Mixed.	Rejc'ted Mixed.	No. Grade.
Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
1,152 50	.....	8,505 50	2,133 40	.....	.....	9,974 40	3,247 ..	652 ..	13,530 10
.....	.....	2,881 ..	457 50	3,482 40	.....	.....	1,027 50	.....	15,791 40
.....	.....	.....	.....	.....	.....	.....	.....	.....	4,179 50
432 50	1,120 50	4,068 10	12,460 30	1,671 10	.....	666 40	.....	.....	1,896 10
.....	517 40	.....	602 40	.....	2,790 50	2,847 30	2,394 ..	697 50	32,636 ..
1,585 40	1,638 30	15,455 ..	15,654 40	4,153 50	2,790 50	13,488 50	6,668 50	1,349 50	68,033 50

## EXHIBIT "B."

## RECEIPTS INTO STORE OF CORN DURING YEAR ENDING DECEMBER 31, 1900, ST. LOUIS, MO.

Warehouse.	Totals.		2 White.		3 White.		4 White.		No. 2.		No. 3.		No. 4.		No grade.		2 Yellow.		3 Yellow.		Corn Oats.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Burlington elevator.....	5,401	829 46	908	641 08	368	246 44	44	878 32	2,774	711 40	930	936 34	120	521 04	13	760 10	188	766 24	45	487 18	.....	.....
St. Louis.....	1,237	021 04	64	129 46	31	836 36	896 44	.....	935	016 32	121	463 54	7	577 54	.....	.....	67	628 02	8	438 52	.....	.....
Farmers' elevator.....	42	859 16	3	475 ..	84 26	.....	.....	.....	35	236 24	1	360 10	.....	.....	.....	.....	1	723 42	1	049 26	.....	.....
Central B.....	502	862 52	151	789 ..	38	186 52	7,439 26	.....	220	846 32	55	468 12	7	529 26	6	206 04	9	957 28	2	938 44	.....	.....
Total.....	7,184	273 06	1,128	044 54	438	370 46	53,214 46	.....	3,965	811 96	1,115	280 54	135	028 28	19	966 14	208	075 40	57	894 28	.....	1,978 52

## SHIPMENTS OF CORN DURING YEAR ENDING DECEMBER 31, 1900, ST. LOUIS, MO.

Warehouse.	Totals.		2 White.		3 White.		4 White.		No. 2.		No. 3.		No. 4.		No grade.		2 Yellow.		3 Yellow.		Kaffir.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Burlington elevator.....	5,323	977 40	948	620 ..	318	206 24	38	910 ..	2,869	632 16	789	476 38	107	011 24	13	760 10	188	766 24	35	594 16	.....	.....
St. Louis.....	1,238	155 30	69	602 24	28	770 06	896 44	.....	934	862 46	120	549 26	7	577 54	.....	.....	67	628 02	8	438 52	.....	.....
Farmers' elevator.....	38	730 32	.....	.....	.....	.....	.....	.....	34	241 06	1	333 42	.....	.....	.....	.....	1	335 50	1	049 26	.....	770 20
Central B.....	454	908 18	151	025 04	37	169 26	7,038 52	.....	161	684 16	53	497 18	7	064 16	4	572 38	9	957 28	2	938 44	.....	.....
Totals.....	7,061	832 08	1,169	247 28	384	155 ..	46,945 40	.....	4,040	540 28	964	537 12	121	073 38	18	332 48	207	687 48	46	021 26	.....	770 20

## EXHIBIT "C."

## RECEIPTS INTO STORE OF OATS DURING YEAR ENDING DECEMBER 31, 1900, ST. LOUIS, MO.

Warehouse.	Totals.		2 White.		3 White.		4 White.		No. 2.		No. 3.		No. 4.		No grade.		2 Color.		3 Color.		2 Northern.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Burlington elevator.....	100,820	30	.....	.....	.....	.....	.....	.....	78,275	30	13,936	08	.....	.....	1,897	20	.....	.....	.....	.....	6,710	30
St. Louis.....	147,253	10	.....	.....	.....	.....	.....	.....	58,761	24	17,305	30	.....	.....	.....	.....	.....	.....	.....	.....	25,500	20
Merchants' A.....	6,999	02	.....	.....	.....	.....	.....	.....	6,100	30	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	898	04
Farmers' elevator.....	35,336	18	.....	.....	.....	.....	.....	.....	12,821	18	3,225	30	.....	.....	.....	.....	.....	.....	.....	.....	1,517	16
Central B.....	14,412	08	.....	.....	.....	.....	.....	.....	3,893	22	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Total oats.....	304,902	04	1,233	14	34,268	04	34,718	24	159,853	28	34,468	04	2,810	24	1,897	20	.....	.....	924	02	34,027	06

## SHIPMENTS OF OATS DURING YEAR ENDING DECEMBER 31, 1900, ST. LOUIS, MO.

Warehouse.	Totals.		2 White.		3 White.		4 White.		No. 2.		No. 3.		No. 4.		No grade.		2 Color.		3 Color.		2 Northern.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Burlington elevator.....	100,033	14	.....	.....	.....	.....	.....	.....	77,500	00	13,930	00	.....	.....	1,897	76	.....	.....	.....	.....	6,705	10
St. Louis.....	156,315	26	.....	.....	.....	.....	.....	.....	67,844	08	17,305	30	.....	.....	.....	.....	.....	.....	.....	.....	25,500	20
Farmers' elevator.....	6,999	02	.....	.....	.....	.....	.....	.....	6,100	30	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	893	04
Merchants' elevator.....	19,022	28	.....	.....	.....	.....	.....	.....	5,624	02	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....
Central B.....	22,691	30	.....	.....	.....	.....	.....	.....	3,893	22	.....	.....	.....	.....	.....	.....	.....	.....	.....	.....	3,483	14
Total oats.....	305,962	14	1,665	10	34,600	30	35,278	14	160,961	22	31,235	30	2,810	24	1,897	26	.....	.....	924	02	36,387	16

## EXHIBIT "D."

RECEIPTS INTO STORE OF RYE DURING YEAR ENDING  
DECEMBER 31, 1900.

ST. LOUIS, MO.

Warehouse.	Totals.	2	3	4
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
Burlington elevator.....	15,832 38	9,719 16	5,570 30	542 48
St. Louis.....	4,254 34	2,808 00	1,446 34	.....
Farmers' elevator.....	1,652 08	960 20	691 44	.....
Total rye.....	21,739 24	13,487 36	7,708 52	542 48

SHIPMENT OF RYE DURING YEAR ENDING DECEMBER 31,  
1900.

ST. LOUIS, MO.

Warehouse.	Totals.	2	3	4
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
Burlington elevator.....	19,423 52	12,457 08	5,740 10	1,226 34
Farmers' elevator.....	1,652 08	960 20	691 44	.....
Total rye.....	21,076 04	13,417 28	6,431 54	1,226 34

## EXHIBIT "E."

RECEIPTS INTO STORE OF BARLEY DURING YEAR ENDING  
DECEMBER 31, 1900.

ST. LOUIS, MO.

Warehouse.	Totals.	2 Spring.	3 Spring.	Rejected.
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
Farmers' elevator.....	1,009 08	.....	1,009 08	.....
Central B.....	92,831 36	862 38	61,177 42	30,791 04
Total barley.....	93,840 44	862 38	62,187 02	30,791 04



## EXHIBIT "G."

## TOTAL GRAIN IN STORE IN ALL WAREHOUSES AT THE CLOSE OF BUSINESS, DECEMBER 31, 1900.

## WHEAT.

Warehouse.	Totals.		2 Red winter.		3 Red winter.		4 Winter.		Rej. winter.		2 Hard winter.		3 Hard winter.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Burlington.....	535,149	..	252,444	..	184,897	30	30,063	10	2,990	..	17,700	..	34,445	..
St. Louis.....	777,219	..	175,068	10	214,596	30	224,774	40	36,622	50	24,904	50	35,805	10
Merchants' A.....	215,863	20	191,169	..	21,238	40	1,845	..	646	30	..	..	..	..
Farmers.....	1,166,313	40	532,569	30	479,330	..	116,500	..	13,549	10	582	50	1,718	10
Central B.....	697,019	20	530,109	20	182,440	..	69,056	..	14,782	50	158,960	..	23,713	40
Grand totals, wheat.....	3,362,194	30	1,381,378	..	1,082,502	40	452,278	50	68,591	10	201,937	40	87,682	..

## WHEAT—Continued.

Warehouse.	4 Hard.		Rej. Hard.		2 Spring.		3 Spring.		2 Mixed.		3 Mixed.		4 Mixed.		No grade.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Burlington.....	..	..	..	..	1,466	30	3,471	10	11,514	10	6,137	30	..	..	..	..
St. Louis.....	12,561	10	1,576	..	..	..	..	..	16,015	30	13,478	30	1,029	50	10,607	50
Merchants' A.....	..	..	..	..	..	..	502	..	..	..	492	20	..	..	..	..
Farmers.....	..	..	..	..	..	..	..	..	..	..	..	..	980	10	21,314	50
Central B.....	7,086	50	..	..	661	..	..	..	36	54	934	20	..	..	7,818	30
Grand totals, wheat.....	19,648	..	1,576	..	2,127	30	3,973	10	27,566	30	27,082	40	2,019	..	39,831	10

## CORN.

Warehouse.	Totals.		2 White		3 White.		4 White.		No. 2.		No. 3.		No. 4.		No Grade.		2 Yellow.		Corn & Oats.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Burlington...	302,681	04	62,843	32	17,408	02	3,048	32	245,874	26	60,210	10	3,006	14	.....	.....	.....	.....	.....	.....
St. Louis.....	1,328	08	.....	.....	3,057	20	.....	.....	34	06	1,246	28	.....	.....	.....	.....	.....	.....	.....	.....
Farmers.....	4,401	10	3,455	.....	1,008	20	.....	.....	935	18	581	04	.....	.....	.....	.....	.....	.....	.....	.....
Central B....	57,374	44	773	52	1,029	26	400	30	30,162	16	11,351	04	445	10	1,633	22	1,141	24	1,978	52
Gr. totals.	401,105	10	67,092	28	22,303	22	3,449	06	286,066	10	73,958	46	3,541	24	1,633	22	1,141	24	1,978	52

## OATS.

Warehouse.	Totals.		3 White.		4 White.		No. 2.		No. 3.		2 Northern.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Burlington.....	787	26	.....	.....	.....	.....	775	30	6	08	5	20
Farmers.....	20,612	14	8,322	02	4,456	12	7,198	24	3,225	30	1,517	16
Grand totals oats.....	27,401	08	8,322	02	4,456	12	7,974	22	3,232	06	1,523	06

## RYE.

Warehouse.	Totals.		No. 2.		No. 3.		Warehouse.		Totals.		2 Spring.		3 Spring.		Rejected.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
St. Louis.....	4,254	34	2,808	..	1,446	34	Central B.....	.....	25,819	18	36	06	19,816	06	5,967	06
Grand totals rye.....	4,254	34	2,808	..	1,446	34	Grand totals barley.....	.....	25,819	18	36	06	19,816	06	5,967	06



## EXHIBIT "G."

## TOTAL GRAIN IN STORE IN ALL WAREHOUSES AT THE CLOSE OF BUSINESS, DECEMBER 31, 1900.

## WHEAT.

Warehouse.	Totals.		2 Red winter.		3 Red winter.		4 Winter.		Rej. winter.		2 Hard winter.		3 Hard winter.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Burlington .....	535,149	..	252,444	..	184,897	30	30,063	10	2,990	..	17,700	..	24,445	..
St. Louis .....	777,219	..	175,086	10	214,596	30	234,754	40	30,622	50	24,994	50	35,805	10
Merchants' A .....	215,863	20	191,169	..	21,238	40	1,845	..	13,046	30	..	..	..	..
Farmers .....	1,169,313	40	532,569	30	479,330	..	116,500	..	13,549	10	..	..	1,718	10
Central B. ....	1,697,619	20	530,109	20	182,440	..	69,056	..	14,782	50	158,960	..	25,713	40
Grand totals, wheat.....	3,362,194	30	1,381,378	..	1,082,502	40	452,278	50	68,591	10	201,937	40	87,652	..

## WHEAT—Continued.

Warehouse.	4 Hard.		Rej. Hard.		2 Spring.		3 Spring.		2 Mixed.		3 Mixed.		4 Mixed.		No grade.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Burlington.....	..	..	..	..	1,466	30	3,471	10	11,514	10	6,157	30	..	..	..	..
St. Louis .....	12,561	10	1,576	..	..	..	..	..	16,015	30	13,478	30	1,029	50	10,697	50
Merchants' A .....	..	..	..	..	..	..	502	..	..	..	492	20	..	..	..	..
Farmers .....	..	..	..	..	..	..	..	..	..	..	..	..	980	10	21,314	50
Central B. ....	7,086	50	..	..	661	..	..	..	..	..	..	..	..	..	7,818	30
Grand totals, wheat.....	19,648	..	1,576	..	2,127	30	3,973	10	27,566	30	27,082	40	2,019	..	39,831	10

## CORN.

Warehouse.	Totals.		2 White		3 White.		4 White.		No. 2.		No. 3.		No. 4.		No Grade.		2 Yellow.		Corn & Oats.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Burlington...	302,681	04	62,843	32	17,008	02	3,048	32	245,874	26	60,210	10	3,006	14	...	...	...	...	...	...
St. Louis...	4,338	08	...	...	3,057	30	...	...	34	06	1,246	28	...	...	...	...	...	...	...	...
Farmers'...	5,801	10	5,473	...	3,608	20	...	...	935	18	1,551	04	...	...	...	...	...	...	...	...
Central B....	57,374	41	773	52	1,029	26	400	30	39,162	16	11,951	04	443	10	1,633	22	1,141	24	1,978	52
Gr. totals.	461,165	10	67,062	28	22,303	22	3,440	06	286,066	10	73,988	46	3,541	24	1,633	22	1,141	24	1,978	52

## OATS.

Warehouse.	Totals.		3 White.		3 White.		4 White.		No. 2.		No. 3.		2 Northern.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
Burlington...	787	26	...	...	...	...	...	...	775	30	6	08	5	20
Farmers'...	26,612	14	8,322	02	4,456	12	1,892	26	7,198	24	3,225	30	1,517	16
Grand totals oats.....	27,401	08	8,322	02	4,456	12	1,892	26	7,974	22	3,232	06	1,523	06

## RYE.

## BARLEY.

Warehouse.	Totals.		No. 2.		No. 3.		Warehouse.		Totals.		2 Spring.		3 Spring.		Rejected.	
	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.	Bu.	Lbs.
St. Louis.....	4,254	34	2,808	..	1,446	34	Central B.....	...	25,819	18	36	06	19,816	06	5,967	06
Grand totals rye.....	4,254	34	2,808	..	1,446	34	Grand totals barley.....	...	25,819	18	36	06	19,816	06	5,967	06



## OATS.

Warehouse.	Totals.	2 white.	3 white.	4 white.	No. 2.	No. 3.	No. 4.	No grade.	3 color.	2 North- ern.
Burlington.....	76				59	9		2	1	6
St. Louis.....	103		11	17	36	16	1	1		19
Merchants' A.....	6	1			5					
Farmers'.....	27	1	4	3	13	3				1
Central B.....	5			1	2		2			
Grand total, oats.....	214	2	15	21	115	28	3	3	1	26

## RYE.

## BARLEY.

Warehouse.	Totals.	No. 2.	No. 3.	No. 4.	Warehouse.	Totals.	2 Spring.	3 Spring.	Rejected.
Burlington.....	16	10	6	1	Farmers'.....	2		2	
St. Louis.....	4	2	1		Central B.....	74	1	58	15
Farmers'.....	3	1	2		Grand totals, barley.....	76	1	60	15
Grand totals, rye.....	23	13	9	1					

Grand total all kinds of grain, 14,735 cars.

## EXHIBIT "A."

## RECEIPTS INTO STORE OF WHEAT DURING YEAR ENDING DECEMBER 31, 1900, KANSAS CITY, MO.

Warehouse.	2 Red Winter.	3 Red Winter.	4 Winter.	Rejected Winter.	2 Hard Winter.	3 Hard Winter.	No. 3 Soft Spring.	Rejected Spring.	2 Mixed.	3 Med't'm.	Woolly.	Rejected Mixed.
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
Crescent elevator.....	10,800 ..	5,229 10	24,111 20	25,898 20	61,811 ..	12,764 30	30,389 52	535 50	1,144 10	690 ..	746 40	543 20
Totals.....	10,800 ..	5,229 10	24,111 20	25,898 20	61,811 ..	12,764 30	30,389 52	535 50	1,144 10	690 ..	746 40	543 20

## SHIPMENTS OF WHEAT DURING YEAR ENDING DECEMBER 31, 1900, KANSAS CITY, MO.

Warehouse.	2 Red Winter.	3 Red Winter.	4 Winter.	Rejected Winter.	2 Hard Winter.	3 Hard Winter.	No. 3 Soft Spring.
	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.	Bu. Lbs.
Crescent elevator.....	4,883 20	3,696 40	22,378 50	14,709 10	2,721 40	12,764 30	23,166 36
Totals.....	4,883 20	3,696 40	22,378 50	14,709 10	2,721 40	12,764 30	23,166 36

## EXHIBIT "B."

RECEIPTS INTO STORE OF CORN DURING YEAR ENDING  
DECEMBER 31, 1900.

KANSAS CITY, MO.

Warehouse.	No. 2.		No. 3.	
	Bu.	Lbs.	Bu.	Lbs.
Crescent elevator.....	9,130	20	3,905	20
Total corn.....	9,130	20	3,905	20

SHIPMENTS OF CORN DURING YEAR ENDING DECEMBER  
31, 1900.

Warehouse.	No. 2.		No. 3.	
	Bu.	Lbs.	Bu.	Lbs.
Crescent elevator.....	9,130	20	2,716	04
Total corn.....	9,130	20	2,716	04

## EXHIBIT "E."

RECEIPTS INTO STORE OF RYE DURING YEAR ENDING  
DECEMBER 31, 1900.

KANSAS CITY, MO.

Warehouse.	No. 2.	
	Bu.	Lbs.
Crescent elevator.....	26,561	43
Total rye.....	26,561	43

SHIPMENTS OF RYE DURING YEAR ENDING DECEMBER  
31, 1900.

Warehouse.	No. 2.	
	Bu.	Lbs.
Crescent elevator.....	17,897	....
Total rye.....	17,897	....

## EXHIBIT "H"

SHOWING THE NUMBER OF CARS OF EACH KIND OF GRAIN  
RECEIVED INTO THE SEVERAL PUBLIC WAREHOUSES  
DURING YEAR 1900.

## KANSAS CITY, MO.

Warehouse.	2 Red winter....	3 Red winter....	4 Winter.....	Rejected winter.	2 Hard winter...	3 Hard winter...	3 Soft spring....	Rejected spring.	2 Mixed.....	Rejected hard...	Weevily .....	3 Mixed.....	4 Hard.....	Rejected mixed..
Crescent elevator.....	11	9	6	18	71	17	26	1	1	3	1	1	26	1
Grand totals wheat.....	11	9	6	18	71	17	26	1	1	3	1	1	26	1

## CORN.

## RYE.

Warehouse.	No. 2.	No. 3.		Warehouse.	No. 2.	
Crescent elevator.....	12	3	15	Crescent elevator.....	28	28
Grand totals corn.....	12	3	15	Grand totals rye.....	28	28

Grand totals of all kinds of grain, 235 cars.

## EXHIBIT. "F"

KANSAS CITY, MO., DECEMBER 31, 1900.

	Bu.	Lbs.
Total receipts of all kinds of grain for year ending December 31, 1900.....	214,261	44
Total shipments of all kinds of grain for year ending December 31, 1900.....	123,974	10
Received by rail.....	154,261	40
Shipped by rail.....	123,974	10
Balance grain in store January 1, 1901.	90,433	26
Grand totals of all kinds of grain in store January 1, 1901.....	100,287	30
Wheat average number of bushels to the car.....	797	40
Corn " " " " .....	868	55
Rye " " " " .....	948	62

## ERRATA.

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In line 23, page 195, for special communities read "special commissions."





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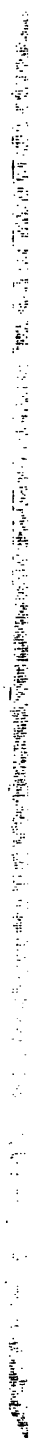














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